

**COLLECTIVE AGREEMENT**

**BETWEEN**

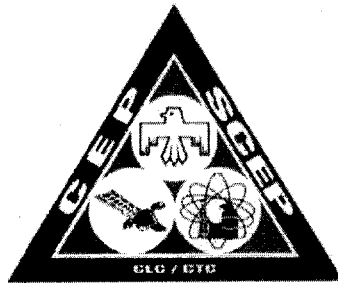
**ESSENTIAL HOME SERVICES**



**and**

**THE COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION**

**RECEIVED**  
JAN 02 2008



**LOCAL 975**

**APRIL 1, 2007 TO MARCH 31, 2009**

12613/09

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## **ARTICLE 1 RECOGNITION**

1.01 Essential Home Services, a division of Direct Energy Marketing Ltd. hereinafter referred to as the Company recognizes the Communications, Energy and Paperworkers Union Local 975, hereinafter referred to as the Union, as the sole bargaining agent for: all clerical and laboratory employees, save and except Niagara Region non operating employees, supervisors, those above the rank, residential/commercial sales associates, energy management consultants, account associates, secretaries to department managers, those above that rank, those employees in the Human Resource, Budget, Regulatory Affairs and Corporate Affairs departments, and clerical persons who normally work twenty-four **(24)** hours per week or less in the central region of Direct Energy Essential Home Services.

All operations employees save and except supervisors, those above that rank and those working out of the Grimsby office.

## **ARTICLE 2 HEALTH & SAFETY**

- 2.01 First Aid kits shall be supplied by the employer in all vehicles and company offices. All safety equipment shall be properly maintained by the employee.
- 2.02 Regular health and safety meetings will take place in each district and the minutes of the meetings will be provided to the Union.
- 2.03 Company/Union Joint Health and Safety meetings will occur every ninety (90) days.
- 2.04 The Union Safety representatives may request meetings with Company Safety representatives and, sufficient notice having been given, such meetings shall be held as soon as possible thereafter. Either party or both parties may make recommendations to their principals, and pass on information resulting from these meetings.
- 2.05 The Company and the Union recognize the importance of a strong commitment to the Health and Safety of its workforce and therefore agree and commit to the following:
- (a) Compliance with a standard that, as a minimum, meets all applicable laws and regulations as of April, 1998, and reflect applicable industry standards.
  - (b) That the Company will provide and maintain a safe and healthy work environment, safe equipment and will follow operating practices that will safeguard all employees and the public.
  - (c) The elimination of the source of dangers

**ARTICLE 2**  
**HEALTH & SAFETY (Continued)**

to the health, safety and physical well being of its employees is of paramount importance.

- (d) That procedures are in place to ensure the efficient delivery of, and accessibility to, Health and Safety training.
- (e) That the Company and the Union will work together to ensure all employees are aware of their rights and obligations with respect to these commitments.
- (f) That unacceptable performance of health and safety responsibilities will not be tolerated.
- (g) Development and communication of a Safety Management System.

2.06 The Company and the Union also recognize the importance of Joint Health and Safety Committees, comprised of knowledgeable employees, to achieving these commitments and agree to ensure that the committees have the necessary support to fulfill their role.

2.07 A list of districts with names and certifications shall be supplied to the Union and updated as necessary.

**ARTICLE 3**  
**RESERVATIONS TO MANAGEMENT**

- 3.01 The Union recognizes the right of the Company to operate and manage its (the Company's) business in all respects.
- 3.02 The right to hire, manage the working force and maintain order and efficiency is the exclusive responsibility of Management provided there is no conflict with the terms of this Agreement.
- 3.03 The right to promote and the right to discipline and discharge for cause are likewise the exclusive responsibility of Management, provided that claims of discriminatory promotions and wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided.



**ARTICLE 4**  
**STRIKES OR LOCKOUTS**

4.01 The Union and the Company recognize their respective responsibilities to the customer constantly being served by the Company and therefore, pledge that there shall not be any resort to lockouts, strikes or any other collective action which will interfere in any way with the operations of the Company during the term of this Agreement.

## **ARTICLE 5**

### **CHECK-OFF OF UNION DUES**

- 5.01 The Company agrees that a check-off of the Union dues shall be made on a weekly basis from the salary of all Union members and that dues will commence from the first week of employment for all new employees.
- 5.02 The Union shall notify the Company of the amounts of dues on the effective date of this Agreement. Such amounts shall be subject to change at the request of the Union once each three (3) month period during the life of this Agreement. Such deductions will be remitted to the Secretary-Treasurer of the Union within one (1) week of the deduction and shall be accompanied by a list of the employees from whom the deductions have been made and their addresses will be forwarded to the treasurer of the Union. Such deductions will be remitted into the Unions account.
- 5.03 Upon not less than thirty (30) days' notice from the Secretary-Treasurer of the Union, the Company shall check off a special assessment of one or more weeks' duration from the salary of all Union members, no more than once in each three (3) months' period during the term of this Agreement, provided that a copy of the minutes relating assessment, certified by the Secretary of the Union, is forwarded with the requests. Such deductions will be remitted into the Union's account within one (1) week of the deduction.

## ARTICLE 6 UNION SECURITY

- 6.01 Employees covered by the terms of this agreement who enter the Company's service shall, as a condition of continued employment, become members of the Union and remain members in good standing in accordance with the constitution and by-laws of the Union for the duration of this agreement.
- 6.02 An employee elected or appointed to a full-time office in the Union which requires a continuous and extended absence from regular work, shall upon written application therefore, be granted such leave of absence without pay, and without **loss** of seniority for such time as the office is held, to a maximum leave of two (2) years, after which further leave may be granted at the discretion of the Company. It is the condition of reinstatement to their former position that the employee apply therefore within thirty (30) calendar days after the expiration of this term of office with the Union, and that they are competent to perform the work.
- 6.03 Members of the Union when delegated or elected to transact bona fide business pertaining to the Local Union, shall upon written application therefore made at least forty-eight **(48)** hours prior, be granted time off without pay.
- 6.04 With respect to business pertaining to the Communications, Energy and Paperworkers Union leaves will be granted provided fourteen (14) days' notice given. In the event that leaves of absence granted under this clause unduly interfere with the operation of a department, the Company and the Union shall discuss possible alternate arrangements; however, failing to

**ARTICLE 6**  
**UNION SECURITY (Continued)**

agree on alternate arrangements, said leaves of absence shall not be withheld. If a substitute is agreed upon as an alternate arrangement the substitute shall receive the same pay as the absent employee would have received. There is commitment not to interfere with operations.

- 6.05 The Company agrees that no employee shall suffer **loss** of normal salary while attending Company - Union meetings.
- 6.06 The Company and the Union agree that there will be no discrimination against employees due to union involvement.
- 6.07 The company recognizes the Local Union shall require a full-time officer.
- 6.08 The Company shall recognize stewards, appointed or elected by the Union. The Union shall provide an up-to-date list.
- 6.09 In lieu of access to bulletin boards, the Company will pay the Union \$2,400 per year (paid in two payments – January and July), to enable Union mailings of materials which would otherwise be posted on bulletin boards.
- 6.10 The Company recognizes the Union's right to operate its affairs and delegate representatives to act on its behalf.

**ARTICLE 7**  
**NEGOTIATING COMMITTEE**

7.01 The Company agrees that a Negotiating Committee not to exceed six (6) in number, selected by the Union, shall be recognized as the authorized representatives of the employees on any proposed renewal or revision of this Agreement. This committee may be augmented by representatives of the Communications, Energy and Paperworkers Union.

## **ARTICLE 8**

### **DURATION OF AGREEMENT**

- 8.01 The agreement shall become effective on April 1, 2007 shall remain in effect till March 31, 2009 and thereafter shall continue in effect until one (1) party hereto notifies the other party within sixty (60) days of the anniversary date of this agreement or any extension thereof that such party elects to modify or amend this agreement.
- 8.02 Should this agreement be allowed to continue in effect automatically after March 31, 2009 any or all of its provisions may be terminated at any time thereafter on two (2) months notice by either party thereto, negotiations commencing no sooner than ten (10) days and no later than thirty (30) days from the date of such notice.
- 8.03 All appendices to this agreement shall form part of this agreement

**ARTICLE 9  
NEW EMPLOYEES**

9.01 New employees shall be considered to be on probation until they have completed three (3) months of continuous service. Probationary employees have no rights under the collective agreement except for hours of work and rates of pay and statutory holidays. This three (3) month period may be extended by a maximum of three (3) months by mutual agreement in writing between the Company and the Union. The Company will notify the Union in writing of any termination of a probationary employee.

9.02 New Employee Orientation

The Employer agrees that a Union Representative shall be given the opportunity to meet new employee(s) prior to the completion of twelve (12) weeks employment. Such meetings shall take place in a location designated by the Employer and at a time mutually agreed upon. The Employer agrees to notify the Union once every month of any new employee(s) hired and to provide the employee time off to attend the meeting, the duration of which shall not exceed one (1) hour. The Union Representative shall not be deducted any pay for time so spent.

9.03 The Company will provide a copy of the collective agreement to a new employee at commencement of employment.

## **ARTICLE 10 SENIORITY**

- 10.01 The purpose of rules respecting seniority is to give employees an equitable measure of security based on length of service with the Company.
- 10.02 Upon completion of the probationary period, seniority shall become effective for new employees from the date of entry into the service of the Company.
- 10.03 For full time exempt, temporary and part time exempt employees entering the bargaining unit, seniority with respect to job postings and layoff will be calculated from the date of entry into the Bargaining Unit, unless otherwise negotiated.
- 10.04 Seniority shall not be broken by leave of absence in writing granted by an official of the Company or by illness attested to by a physician's certificate.
- 10.05 Seniority shall be lost for any of the following reasons:
- (a) the employee voluntarily leaves the employ of the Company;
  - (b) if the employee is discharged and is not reinstated pursuant to the provisions of the grievance procedure;
  - (c) in the event of a lay-off for a period of twenty-four **(24)** consecutive months;
  - (d) If an employee voluntarily leaves Local 975 for a period of twenty-four **(24)** consecutive months;
  - (e) **Is** absent from work for a period of ten (10) working days without satisfactory



**ARTICLE 10**  
**SENIORITY (Continued)**

notification to the Company. This shall be deemed a voluntary resignation. Circumstances beyond the control of the employee will be taken into consideration. The Union will be notified after five (5) days of no report.

- 10.06 Officers and Shop Stewards of the Union, during their terms of Office in the Union, shall head the seniority list. This clause will not apply when considering seniority for promotion or vacation.
- 10.07 A seniority list shall be posted showing Company service and identifying seniority, on all bulletin boards and a copy sent to the Union. This list shall be revised every six (6) months.

**ARTICLE 11**  
**JOB POSTINGS & MOVEMENT OF STAFF**

- 11.01 When a vacancy in a permanent job occurs it will be posted for a period of seven (7) days. A copy of this posting will be supplied to the secretary of the Union.
- 11.02 When a permanent vacancy exists in the service classification, the Company shall fill the vacancy as follows;
- 1) When there is a requirement to post for a HVAC technician or advanced apprentice (4<sup>th</sup> or 5<sup>th</sup> year) the Company will:
    - A) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.
    - B) If no appropriate candidate is found, then the Company will hire externally.
  - 2) When there is a requirement to post for a HVAC apprentice (1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> year) the Company will:
    - A) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.
  - 3) When there is a requirement to post for a Maintenance Technician, Installer, Service Technician, or Helper the Company will:
    - A) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.

**ARTICLE 11**  
**JOB POSTINGS & MOVEMENT OF STAFF**  
**(Continued)**

B) If no appropriate candidate is found, then the Company will hire externally.

11.03 When a permanent vacancy exists in the Clerical classification, the Company shall fill the vacancy as follows;

A) Post the Job Vacancy Company wide. Where qualifications are equal, the applicant with the most seniority shall be awarded the position.

B) Any unsuccessful applicant, whose seniority is greater than the successful applicant has the right to apply for an opportunity to demonstrate their ability, provided the application is made within seven (7) calendar days following written notice that the applicant was not accepted. Any decision made for filling of such vacancies inconsistent with this article would be subject of a grievance and processed under the grievance procedure. Any unsuccessful applicant shall, upon request, have a meeting to provide constructive, verbal feedback, explaining the reasons they were not accepted.

C) If no appropriate candidate is found, then the Company will hire externally.

11.04 A Temporary position shall be defined as one which shall not extend beyond a total period of sixty (60) calendar days, save and except for the following:

**ARTICLE 11**  
**JOB POSTINGS & MOVEMENT OF STAFF**  
**(Continued)**

- A. Temporary employees hired for a maximum of fifty-two (52) weeks for maternity/parental leave coverage.
  - B. It is the intent of the Company to hire temporary employees for illness, accident; or as otherwise agreed to by the parties.
  - C. A temporary employee hired on contract to fill a temporary position shall be laid off in accordance with the conditions stated above.
- 11.05 A vacancy in a permanent position may be filled for a period of thirty (30) working days. An Employee **so** transferred will receive the applicable rate of pay.
- 11.06 Copies of all postings covered by this agreement and notices of the award shall be posted throughout the Company and copies sent to the Local Unit Chair.
- 11.07 In the event that a successful applicant proves unsuitable on a posted job, the Company will attempt to relocate the employee to a suitable position.
- 11.08 Within ten (10) working days of such original posting, the Company will re-post the notice indicating thereon the successful applicant for the position and the Union will be advised of all applicants.
- 11.09 Time periods may be extended by mutual agreement.
- 11.10 It is understood and agreed that the Company

will provide the Union with a quarterly workforce report which will include any new positions, positions that were vacated and filled, as well as those positions which were vacated and not filled. The workforce report will be reviewed quarterly with the Union/Management committee.

- 11.1 ■** When a new classification (which is covered by the terms of this agreement) is established by the Company, the Company shall determine the rate of pay for such new classification and notify the Union of the same within seven (7) days. If the Union challenges the rate, it shall have the right to request a meeting with the Company to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Company of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Company. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Company makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Company agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen **(15)** days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Company.

**ARTICLE 12**  
**TEMPORARY EMPLOYEES**

12.01 Temporary employees have no rights under this collective agreement except for hours of work, rates of pay and statutory holidays, and the grievance procedure as it relates to these issues.

## **ARTICLE 13**

### **LAYOFF/RECALL**

- 13.01 In the event of a lay-off the principle of seniority shall apply.
- 13.02 In the event of a lay-off the Company and the Union will endeavor to place displaced employees in other jobs. The Company shall give the employees who are subject to lay-off and the Union sixty (60) days notice
- 13.03 Employees in the job shall be given lay-off notice. An employee with seniority who is laid off can displace an employee with less seniority provided the employee is qualified to perform the job.
- 13.04 If a change in methods or operations occurs which may result in the lay-off of employees, the Company agrees to, in consultation with the Union, make a reasonable effort to train and adapt such employees in the operation of the new equipment or methods.
- 13.05 Employees who are laid-off will be retained on a recall list, and will maintain and accrue seniority, if not on lay-off for more than twenty-four **(24)** months. When work is available, employees on the recall list will be recalled in order of seniority of their unit, provided that the employee to be recalled is qualified and able to do the work.
- 13.06 Notice of recall to work shall be directed by registered mail to the employee's last known address, unless he/she has received prior notice by telephone, which will be confirmed by registered mail. It shall be the employee's responsibility to keep the Company informed of his/her address.



**ARTICLE 13**  
**LAYOFF/RECALL (Continued)**

- 13.07 The recalled employee must notify the Company of his/her intention to return to work within five (5) days of the date of recall notice, and must return to work within ten (10) working days of date of recall notice or make alternate arrangements satisfactory to the Company.
- 13.08 An employee who refuses recall to a job will not lose seniority, but will lose future claim to the job which he/she has refused to accept.
- 13.09 Prior to re-employment, employees in order of seniority who have bumped into other positions shall be given the first opportunity to return to their previous position when a vacancy occurs.

## **ARTICLE 14 EMPLOYEE BENEFITS**

### **14.01 Benefit Coverage**

The Company agrees to provide pension and welfare benefits as described in the Company Booklets, benefit plan documents or policies of insurance for the duration of the agreement.

### **14.02 Pension Plan**

The terms of the Pension Plan form part of this Agreement. All employees must enroll in the Pension Plan in accordance with its terms and conditions.

### **14.03 Hospital, Surgical, and Medical Benefits**

- A) Employees are eligible to enroll in the Provincial Government's Health Insurance Plans in conformity with Provincial Legislation. The Company will pay 100% of the cost of such plan. In the event of elimination of the (Provincial) O.H.I.P. plan the Company will provide comparable coverage.
- B) Employees after three (3) months' service will be eligible to enroll in the extended health benefits plan and the semi-private hospital coverage plan for employees and their dependants. The Company will pay 100% of the cost for such plans.
- C) Improve Vision Care to \$160 from \$120 every twenty-four **(24)** consecutive months, as outlined in the Health and Dental care plan, effective January 1, 2008.
- D) Add Hearing Aid coverage (\$500 every five **(5)** years) as outlined in the Health and

**ARTICLE 14**  
**EMPLOYEE BENEFITS (Continued)**

Dental care plan, effective following ratification.

**14.04 Group Life Insurance**

- A) Employees must enroll in the Company's Group Life Insurance Plan, which will provide for the payment of \$40,000 to the beneficiary in case of the death of a participating employee. The Company will pay 100% of the cost for such plan.
- B) An employee may elect to apply for Optional Life Insurance coverage in accordance with the terms and conditions of the Life Insurance Plan. Such Optional Life Insurance will become effective after three (3) months of employment and shall be fully paid for by the employee.
- C) An employee may elect to apply for Optional Dependent Life Insurance to insure a spouse and each dependant child in accordance with the terms and conditions of the Life Insurance Plan. Such optional insurance shall be effective after three (3) months of employment and shall be fully paid for by the employee.

**14.05 Dental Plan**

Upon the completion of three (3) months' employment an eligible employee will be enrolled in a Dental Plan which will provide dental benefits for employees and dependants. The Company will pay 100% of the premium of such plan.

**ARTICLE 15  
SICK BENEFITS**

- 15.01 Eligible employees will receive Sickness, Disability and Rehabilitation Benefits in accordance with the terms and conditions outlined in the SDR Plan Text, a copy of which has been supplied to the Union. The SDR plan forms part of this collective agreement.
- 15.02 An employee will be eligible for Sickness, Disability and Rehabilitation Benefits after three (3) continuous months of employment.
- 15.03 The Company reserves the right to demand reasonable proof of illness before paying any benefits. The Company will reimburse the cost of any medical certificate requested. Consistent with the Company's Attendance Management Program, employees will not be disciplined for absences due to legitimate illness or injury.
- 15.04 An employee absent on account of illness or accident shall receive basic pay from the first day of absence. Sickness, Disability and Rehabilitation Benefits will be paid in accordance with the following Schedule for any one illness or accident.

**SERVICE**

**SDR BENEFIT**

- |                    |   |
|--------------------|---|
| Less than one year | <ul style="list-style-type: none"><li>• Full pay for 2 weeks</li><li>• 66 2/3% pay after 2 weeks</li><li>• Nil pay after 26 weeks</li></ul> |
| 1 year to 2 years  | <ul style="list-style-type: none"><li>• Full pay for 6 weeks</li><li>• 66 2/3% pay after 6 weeks</li></ul>                                  |

**ARTICLE 15**  
**SICK BENEFITS (Continued)**

<b><u>SERVICE</u></b>	<b><u>SDR BENEFIT</u></b>
2 years to 4 years	<ul style="list-style-type: none"><li>• Full pay for 8 weeks</li><li>• 66 2/3% pay after 8 weeks</li></ul>
4 years to 6 years	<ul style="list-style-type: none"><li>• Full pay for 12 weeks</li><li>• 66 2/3% pay after 12 weeks</li></ul>
6 years to 8 years	<ul style="list-style-type: none"><li>• Full pay for 16 weeks</li><li>• 66 2/3% pay after 16 weeks</li></ul>
8 years to 10 years	<ul style="list-style-type: none"><li>• Full pay for 20 weeks</li><li>• 66 2/3% after 20 weeks</li></ul>
10 years and over	<ul style="list-style-type: none"><li>• Full pay for 26 weeks</li><li>• 66 2/3% after 26 weeks</li></ul>

The term “pay” in the table above for task-rated employees will be based on:

- a) the downtime rate for the first two (2) weeks of any absence; and
- b) the appropriate percentage of the employee’s previous twelve (12) week average for the period of any absence in excess of two (2) weeks.

15.05 An employee who is absent on account of illness or other causes must notify the employee’s immediate manager (or designate) prior to the start of the absence or as soon as physically possible indicating the duration and nature of such absence. In the case of failure to

**ARTICLE 15**  
**SICK BENEFITS (Continued)**

so report, the absence will be considered to commence only from the time that proper notification is received for the purpose of computing sick benefits under Article 15.04. If the original notification reported the absence to be less than one (1) week and subsequently such absence is extended, notification shall be given to the Company of such extension as soon as it is known. Employees must report progression of illness every seven (7) calendar days on an illness or disability extending over a period unless other notification is arranged with the Employee's immediate manager (or designate).

- 15.06 An employee who is injured at work will receive a full days' pay for the day of the accident.
- 15.07 An employee receiving benefits under the terms of the Workplace Safety and Insurance Board benefits will receive an amount necessary to make up normal net pay.
- 15.08 Employees incapacitated by reason of advanced age or general impairment of health for the efficient performance of their regular duties may be placed in any job they are capable of filling, regardless of seniority, by mutual agreement of the parties to this Agreement. Employees thus re-assigned to a lower classification shall be red-circled.

**ARTICLE 16**  
**ANNUAL VACATION**

- 16.01 Employees with less than one (1) years' service by December 31 will be entitled to one day's vacation for each complete month of service computed to December 31; to be taken within the calendar year.
- 16.02 An employee will be entitled to two (2) weeks' vacation with pay upon completion of one full year of service prior to December 31, and provided such vacation is taken in the year in which it is due less any vacation credits received.
- 16.03 Employees who shall have completed three (3) years or more service prior to December 31 in the year in which the vacation is due, shall receive three (3) week's vacation with pay.
- 16.04 Employees who shall have completed ten (10) years or more of service prior to December 31 of the year in which it is to be taken shall receive four weeks vacation with pay.
- 16.05 Employees who have completed eighteen (18) years or more service to December 31 of the year in which the vacation is to be taken shall receive five (5) weeks vacation with pay.
- 16.06 Employees who have completed thirty (30) years or more service prior to December 31 in the year in which the vacation is to be taken shall receive six (6) weeks vacation with pay.
- 16.07 Employees will receive two (2) weeks additional vacation in the year in which they retire.
- 16.08 Vacation pay shall be based on the employee's

**ARTICLE 16**  
**ANNUAL VACATION (Continued)**

weekly pay, shift premiums being excluded except for those employees on a permanent shift.

- 16.09 All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.
- 16.10 The holiday schedule shall be arranged by groups with proper regard for seniority and providing for the continuous and efficient operation of the department.
- 16.11 For those who request and are eligible for, a minimum of two (2) weeks vacation will be granted in any year between May 15th and September 15th. A department may require vacation requests to be completed by March 1<sup>st</sup>, in these instances the vacation list will be posted by April 15.
- 16.12 Employees who leave the Company's service before having received their annual vacation for the year in which they leave, will be paid vacations credits as follows:
- Less than one (1) year's service - 4% of earnings from December 31 in the preceding year.
  - More than one year's service but less than three (3) year's service - 4% of earnings from December 31 in the preceding year.
  - Three (3) year's service or more - 6% of earnings from December 31 in the preceding year.
  - Ten (10) year's service or more - 8% of earnings from December 31 in the preceding



**ARTICLE 16**  
**ANNUAL VACATION (Continued)**

year. Eighteen year's service or more - 10% earnings from December 31 of the preceding year.

Employees are required to take their vacation in the year that it is earned. In some circumstances, with management approval, Employees may defer up to one (1) week of vacation. Deferrals must be taken within the first six (6) months of the next calendar year.

**16.13 Scheduling Patch Operations:**

1) Time off consists of Vacation, Floater, Banked Time and Lieu Days. These percentages will be calculated based on the number of staff available on regular duties to complete work in a Field Manager patch (or department, as applicable):

- Oct 1 – Jan 31 10% of staff could be on holidays
- Feb 1 – Mar 31 25% of staff could be on holidays
- Apr 1 – Sep 30 50% of staff could be on holidays

At the employee's immediate manager discretion, based on operational needs (ie. forecasting customer demand vs. planned staffing), the percentages could be adjusted upward to accommodate additional requests.

2) The employee's immediate manager will make the shift schedule available and require all vacation requests to be

**ARTICLE 16**  
**ANNUAL VACATION (Continued)**

submitted in writing and will respond with vacation approvals based on these dates:

	Vacation Period	Schedules Available	Vacation Submission Deadline	Vacations Approved
Winter Schedule	Oct 1 – Mar 31	Aug 15	Sep 7	Sep 21
Summer Schedule	Apr 1 – Sep 30	Feb 15	Feb 28	Mar 15

- 3) Vacation requests submitted by the deadlines as outlined in 2) of this article will be granted based on seniority and the % staff that can be off at any one (1) time. Vacation requests submitted after the deadline will be granted based on operational needs at the managers' discretion.

**ARTICLE 17  
PUBLIC HOLIDAYS**

17.01 With respect to the following holidays:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

It is understood that employees, who have been employed for one (1) calendar month or more, shall receive a day off with pay for each of such holidays.

17.02 For time worked on a holiday recognized in this agreement, an employee entitled to holiday pay shall receive double time for all hours worked, plus one days' holiday pay or a day in lieu thereof as determined by mutual agreement with their manager. Lieu days to be taken within one (1) year of the actual holiday. If not taken within one (1) year, the Company will designate a lieu day.

17.03 Employees "called out" to work on a holiday recognized in this agreement will be paid a minimum of four **(4)** hours at double time for the first such "call out" on a holiday. Subsequent "call outs" on a holiday will be paid at double time for hours worked.

17.04 When any of the above listed holidays falls within an employees vacation period or scheduled day off, such employee shall be granted an alternate day off with pay, within twelve **(12)** months, at a time mutually agreed upon between the employee and the supervisor.

## **ARTICLE 18 FLOATER DAYS**

18.01 The Company will recognize seven (7) paid days off at straight time in each contract year for employees hired on or before June, 2003. Such leave may be on any shift where it can be granted based on the operational needs of the Company on that shift.

Employees who currently receive seven (7) floater days and the corresponding lower wage schedule set out in 27.02, will have a one-time opportunity before December, 2007 to reduce to 2 floater days commencing January 1, 2008 and be paid on the basis of the corresponding higher wage rates set out in 27.05 from January 1, 2008 forward.

For all employees hired after June, 2003, the Company will recognize two (2) paid days off at straight time in each contract year and these employees will be paid on the basis of the higher wage rates set out in 27.05.

18.02 Employees hired after the anniversary date in each contract year will be granted one (1) floater day for each seven (7) weeks of completed service.

18.03 These days to be arranged by mutual agreement between the employee and the supervisor.

18.04 Requests shall be responded to within forty-eight (48) hours, provided that at the time of the request the operational needs of the company are known, or the combination of absences on the requested day are within acceptable limit.

18.05 Lieu days will be scheduled on the same basis as floaters.

**ARTICLE 19**  
**LEAVE OF ABSENCE**

- 19.01 The Company may, at its discretion, grant a leave of absence with pay, to an employee for personal reasons.
- 19.02 Work and other operating conditions permitting, leave of absences not otherwise provided for will be given consideration. Such leave of absences are to be without pay and will be deemed temporary leaves of absence.
- 19.03 An employee when called for jury duty or subpoenaed as a witness shall be paid full salary.
- 19.04 The Company will grant leave of absence with pay to ex-servicepersons who wish to attend Remembrance Day services or may be participating in Remembrance Day ceremonies.
- 19.05 An employee shall be granted at the time of his/her marriage three (3) days off with pay, provided the employee has completed three (3) months or more continuous service.
- 19.06 If because of legal, landlord or other requirements an employee is required to change residence on a working day, the Company cooperates by providing a day off with pay. One (1) day off with pay in a twelve (12) month period is allowed for this purpose.
- 19.07 An employee shall be granted a day off with pay in order to attend their Canadian citizenship proceedings.
- 19.08 The Company will recognize Canadian Military Leave in accordance with the Direct Energy Policy.

**ARTICLE 20**  
**BEREAVEMENT LEAVE**

- 20.01 An employee shall be allowed three (3) days with pay, if scheduled to work, in the event of death in the immediate family, i.e. brother, sister, spouse, parents, parent-in-law, child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild or other relative living in the home of the employee. Time off shall not extend beyond two (2) days of the funeral.
- 20.02 Employees shall be allowed one (1) day off with pay for the purpose of attending the funeral of the employee's aunts or uncles.
- 20.03 At the Company's discretion, an employee shall be allowed one (1) day with pay where the deceased is not an immediate member of the family, but the relationship is close enough, and the attending circumstances such as to justify payment.

## **ARTICLE 21 GENERAL CLAUSES**

### **Tools and Tool Allowance**

21.01 a) Employees in classifications identified in Appendix D will be given an annual tool allowance for "hand tools". The Company will supply some tools to remain with an assigned vehicle under the care of the assigned driver.

### **Tool Allowance**

The Company and Union agree that proper maintenance, safe use, care and safekeeping of tools is primarily the responsibility of the employee using those tools. The Company will supply some tools/equipment as outlined in the list below, which will be assigned to a Company vehicle. The employee will be expected to safe keep and maintain their Company vehicle and all the tools and equipment supplied with the vehicle.

For "hand" tools, the employee will be expected to supply their own tools.

On an annual basis, effective in one (1) of the pay periods in March 2006 and subsequent years at that time, employees will receive the following tool allowance:

- HVAC/Service Technicians ,Installers, Plumbers: \$500 each
- Maintenance Technicians, Helpers, Appliance Technicians: \$360 each

All new employees will be supplied with a set of hand tools, the first annual tool payment will be made in March of the following year.

**ARTICLE 21**  
**GENERAL CLAUSES (Continued)**

A list of tools supplied by the Company can be found in Appendix D and these tools remain the property of the Company.

- 21.01 b) Employees who require tools, but are not identified in Appendix D, shall be supplied with replacement of necessary tools, worn out, broken or lost doing Company work, subject to the approval of their Manager.
- 21.02 Clothing destroyed or damaged by other than normal use in the course of employment shall be replaced or repaired by the Company. For those who have company issued clothing a cleaning allowance will be given.
- 21.03 Employees temporarily transferred from their normal base of operations to another shall receive traveling time allowances for such period. Any additional travel expenses shall be paid as per the Transportation Policy.
- 21.04 Supervisors shall not perform work normally performed by employees in the bargaining unit unless it is for either of the following reasons:
- (i) When instructing, assisting or training employees.
  - (ii) When an emergency occurs and it is necessary for the supervisor to act for the safety of personnel, safety of equipment, and the continuation or prompt restoration of operation.



**ARTICLE 21**  
**GENERAL CLAUSES (Continued)**

- 21.05 Non-consecutive fifteen-minute break period(s) shall be allowed to all employees on each shift.
- 21.06 All licenses or certifications required to perform their normal duties shall be reimbursed by the Company.
- 21.07 Where specific footwear is required by the Company as part of a uniform, the footwear will be provided by the Company.
- 21.08 The contract will be:
- (a) proof read and printed within forty-five **(45)** days of Ratification,
  - (b) printed on a 9.5cm by 16.5 cm format with a minimum font size of ten (10), and be contained in one book.

## ARTICLE 22 HOURS OF WORK

22.01 Those employees in the classification of HVAC Technician, HVAC Apprentice, the hours of work (exclusive of meal period) shall be based on a forty (40) hour work week, eight (8) hours per day, five (5) consecutive days per week.

Those employees in the classifications of HVAC Technician, HVAC Apprentice or Service Technician shall follow the schedule provided in the Shift Addendum as follows:

- October 1<sup>st</sup> to April 1<sup>st</sup> – Shift Addendum "A"
- April 1<sup>st</sup> to September 30<sup>th</sup> – Shift Addendum "B"

22.02 Those employees in the classification of Maintenance Technician, Installer, or Helper, the hours of work (exclusive of meal period) shall be based on a forty (40) hour work week, eight (8) hours per day, five (5) consecutive days per week.

22.03 Those employees in the Clerical classifications, the hours of work (exclusive of meal period) shall be based on a thirty-five (35) hour work week, seven (7) hours per day, five (5) consecutive days per week.

The Company will hire up to four **(4)** positions for a multi-functional clerical role to address work imbalances across the HVAC Reconciliation & Rental Administration departments both currently located on the same floor at 80 Allstate Parkway. This multi-functional role will be increased from a thirty-five (35) hour to a standard forty (40) hour workweek at the same current hourly rate of pay.

**ARTICLE 22  
HOURS OF WORK (Continued)**

Successful candidates will only have overtime rights in their regular department, however, there may be overtime available in the other department.

22.04 Shift Classifications for the purpose of determining shift differentials will be based on:

<b>Day Shift</b>	A shift that begins and ends between 7:00 am and 5:30 pm
<b>Evening Shift</b>	A shift that begins at or later than 12:00 noon
<b>Night Shift</b>	Shift that begins at or later than 5:30 pm but before 6:00 am

22.05 A) The shift differentials for all HVAC and Service Technicians shall be:

<b>Evening Shift</b>	5.5% of the HVAC Technician Hourly rate
<b>Night Shift</b>	8.0% of the HVAC Technician Hourly rate
<b>Saturday Sunday</b>	16.5% of the HVAC Technician Hourly rate
	Time and one half of the employees job rate with no additional shift premiums paid.

**ARTICLE 22**  
**HOURS OF WORK (Continued)**

B) The shift differentials for all Clerical classifications shall be:

<b>Evening Shift</b>	5.5% of the Employees Hourly rate
<b>Night Shift</b>	8.0% of the Employees Hourly rate
<b>Saturday</b>	16.5% of the Employees Hourly rate
<b>Sunday</b>	Time and one half of the employees job rate with no additional shift premiums paid.

The above rates to become effective as soon as practical following ratification.

Shift premiums to be included in pensionable earnings.

- 22.06 The Union recognizes the requirement of maintaining quality customer service and will endeavor to cooperate with shift adjustments when required.
- 22.07 Employees for reason of impairment of health may apply to be excused from shift work and/or callouts.
- 22.08 Shift premiums at the applicable rates will be paid for all hours worked and for vacations, floaters, lieu days and authorized absence days for all permanent shift employees.
- 22.09 It is understood that there will be a standby requirement for emergency calls outside of the shift schedule. Standby will be staffed by volunteers from those qualified to do the work. In the event that standby requirements can not be sufficiently staffed with volunteers, the

company may assign an employee to the standby shift. Standby will be distributed as evenly as possible, and the principle of

**ARTICLE 22**  
**HOURS OF WORK (Continued)**

seniority shall apply.

22.10 Standby pay shall be 100% of one (1) hour at the HVAC Technician rate for each standby shift. Standby pay for a public holiday shall be 200% of one (1) hour at the HVAC Technician rate.

22.11 It is understood that the preferred shift shall be days and will be made available as frequently as possible.

22.12 On Call Criteria  
This is to remind technicians and Workload Planning of the On Call – Standby expectation in the winter months.

When on call technicians are to keep their MIKE phones on for the duration of the on call period, i.e., 12 a.m.

Technicians are entitled to a call out charge only in circumstances where they have completed their regular scheduled shift and are contacted by workload planning after proceeding home.

On call technician will be contract for after hour's callout under the following situations:

**1. Repeat call on the same day**

A customer has called in who had a service call completed (Code 10) for no heat in winter. On the same day, after hour, they are now experiencing the same problem and refused to make an appointment for the next day.

**2. No show on current day appointment and customer is still requesting a service call.**

Customer had a scheduled call for today and the call has passed priority with no indication the technician was at the site (No out card left) or telephone message from the district/workload planning to reschedule (Noted in subcase should be evident in this instance). The customer is still experiencing the problem and is refusing to have the call rebooked for the next day.

**3. Burst water heater (Rental or customer owned)**

The customer is calling in with a damaged water heater and is experiencing flooding. A call out will be made.

**4. New HVAC installation (Within 1 month)**

DEEHS has installed an HVAC appliance (HF/AC) within the last month (30 days) and it is now not operating. WLP would verify the installation through clarify records to confirm dates of installation and then proceed to callout the technician.

## ARTICLE 23

### OVERTIME

- 23.01 All employees whose basic work week is thirty-five (35) hours shall be paid overtime in excess of the regularly assigned hours in any one (1) day or one week on the basis of the regular rate of pay (straight time) calculated on an hourly basis, for the first five hours in a week and double time thereafter.
- 23.02 All employees whose basic work week is forty (40) hours or more shall be paid overtime in excess of the regularly assigned hours in any one day or one week at the rate of double time calculated on an hourly basis.
- 23.03 Shift premiums or change of routine premiums will not be applied when calculating overtime.
- 23.04 Employees who are required to work three (3) or more consecutive hours will be allowed \$10.00 (effective following ratification) for a meal and for each successive four (4) hours overtime an additional \$10.00 (effective following ratification) for a meal.
- 23.05 Employees who work three and one-half (3 1/2) or more hours overtime that is not continuous with their regular work period will be allowed \$10.00 (effective following ratification) for a meal and for each successive four hours overtime an additional 10.00 (effective following ratification) for a meal.
- 23.06 Any employee called out after the regular scheduled day will be guaranteed a minimum of three (3) hours at the applicable rate. Employees called upon to work two (2) shifts in any twenty-four (24) hour period shall be paid

**ARTICLE 23**  
**OVERTIME (Continued)**

at overtime rates for the second shift, unless second shift be called for by their regular work schedule, in which case it shall be paid for at straight time.

- 23.07 Overtime work shall be evenly distributed among those normally performing the same kind of work as far as possible. Overtime work will be done on a voluntary basis as far as possible. (Refer to Letter of Understanding #1 I )
- 23.08 The Company shall make every effort to ensure that:
- A) an employee shall not be required to work in excess of eight (8) hours overtime continuous with his/her regular shift.
  - B) an employee will have eight (8) hours off between shifts.
- 23.09 Employees "called out" to work will be paid an allowance for traveling time from leaving home to arriving on the job at the overtime rate of double time.
- 23.10 Employees temporarily transferred to another position will be governed by the regularly scheduled hours of work of the new position. Overtime rates will be paid only for those hours worked in excess of aforesaid schedule.
- 23.11 Employees, may bank their overtime for future time off rather than receive monetary compensation according to the following guidelines: These are guidelines that may be amended with mutual agreement.



**ARTICLE 23**  
**OVERTIME (Continued)**

- A) Overtime banks will be calculated to the equivalent time earned for time off.
- B) Employees can request a maximum of one working day off or a minimum of half a day.
- C) Time off arrangements are by mutual agreement between the employee and the supervisor.
- D) Supper money will be paid when entitled at the time the overtime is worked.
- E) Payout of banked overtime will occur when an employee changes jobs, is terminated or up to September 1 of each year (to be paid no later than the second pay period after September 1).

**ARTICLE 24**  
**DISCIPLINARY ACTION**

- 24.01 An employee will not be disciplined in a manner involving a suspension or dismissal without a fair and impartial hearing at which the employee shall have the assistance of up to three (3) union representatives who shall be allowed to offer such arguments as they desire in defense of such employee. Union representatives will be given as much notice as is possible under the circumstances. It is understood and agreed that disciplinary notations or disciplinary memos may be grieved as a normal grievance pursuant to Article 25.
- 24.02 In the case where an employee is dismissed or suspended for cause, the Company shall, within two (2) working days notify the Union in writing, giving the reasons for such actions, their extent and intended duration.
- 24.03 An employee with seniority claiming unjust discharge or suspension may submit a grievance within seven (7) calendar days of the imposition of the discipline. Such grievance shall commence at step 3 of the grievance procedure.
- 24.04 The Company and the Union by mutual agreement may waive the time limits provided in the above section.
- 24.05 If a reprimand or notation is placed on an employee's record the employee shall receive a copy of the reprimand or notation and the Union will be promptly notified.

**ARTICLE 24**  
**DISCIPLINARY ACTION (Continued)**

24.06 A notation placed on an employee's file shall be removed after two (2) years provided no further notations have been placed on the file.

24.07 Employees may request of their manager, an opportunity to review their personnel file. Such request will be in writing and contain the employee's home address.

The Human Resources office may arrange a time during normal business hours to allow for such a review. Employees may request copies of the documents.

The Human Resources office will be deemed to have complied with this article by mailing, by registered mail, a copy of an employee's personnel file to their home address.

Unless circumstances warrant otherwise, employees shall not make such requests more frequently than once a year.

## **ARTICLE 25**

### **GRIEVANCE PROCEDURE**

- 25.01 A grievance may arise only from a dispute concerning the interpretation, application, and administration of alleged violation of this agreement. An earnest effort will be made on the part of both parties to settle such a grievance promptly through the following steps.
- 25.02 Step 1.  
If an employee has a grievance, the first step is to advise the appropriate Supervisor/Manager within five (5) working days of the employee being aware of the act originating the grievance and if desired may have the assistance of a steward. If a settlement is not arrived at within three (3) working days the employee may proceed to the next step.
- 25.03 Step 2.  
The grievance will be submitted in written form to the appropriate Supervisor/Manager by the employee and a Steward. The Manager will respond in writing within seven (7) working days.
- Once a grievance has been filed at Step 2, the Employer will not initiate discussions to resolve a grievance without involving a Union Representative, unless the Union specifically requests otherwise in writing.
- 25.04 Step 3.  
An appeal from that decision may be made in writing within seven (7) working days by the Union. Both parties agree that upon request by either party for a meeting that such a meeting shall take place within ten (10) working days. The Company will give its

**ARTICLE 25**  
**GRIEVANCE PROCEDURE (Continued)**

decision in writing within ten (10) working days after the date of such meeting. If the decision does not bring a satisfactory settlement of the grievance, either party may refer it to arbitration.

- 25.05 The Company and the Union by mutual agreement may waive the time limits provided in the above steps.
- 25.06 If the Company or the Union has a policy concerning an alleged violation of this Agreement, the complaint shall be lodged in writing starting at Step 3.
- 25.07 Should a grievance be resolved, a monetary adjustment shall be paid to the griever as a separate payment (if practical), or identified separately on his/her pay cheque. All resolutions of grievances shall be implemented or paid within thirty (30) days of the resolution unless otherwise agreed in writing.
- 25.08 A steward may seek permission from his/her supervisor to take a short period of time to address grievances. Such permission shall not be unreasonably denied with an understanding that the steward will not exceed the expected period of time requested for this purpose.

**ARTICLE 26**  
**ARBITRATION**

- 26.01 Failing agreement through the above procedure, either party may then submit the matter to arbitration within a period of twenty (20) days.
- 26.02 A Board of Arbitration shall be composed of one nominee of the Company, one nominee of the Union, and a third person who shall act as Chairperson on the joint recommendation of the two nominees. In the event of failure to agree upon a Chairperson an application shall be made to the Minister of Labour for Ontario. Each party will bear the expense of its own nominee and the parties will jointly share the expenses, if any, of the Chairperson. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance. It is agreed that the decision of the Board of Arbitration shall be final and binding upon the Company and the Union.
- 26.03 Should the Company and the Union agree, this provision shall not preclude the appointment of a single impartial arbitrator. Such arbitrator to be selected by mutual agreement of the parties.
- 26.04 It is agreed that the Board of Arbitration shall not have any authority or jurisdiction to alter this Agreement or to deal with any matter not covered by this Agreement.

**ARTICLE 27**  
**CLASSIFICATIONS & RATES OF PAY**

- 27.01 a) General Wage Increase
- Effective and retroactive to April 1, 2007, 3% general wage increase applicable to all hourly rated employees.
  - Effective April 1, 2008, 3% general wage increase applicable to all hourly rated employees.
- b) Task Rates – (as noted in the Task Rate Document in Appendix 1).
- c) Plumber Rate \$25.89 per hour before general adjustment (2 float day rate). Red Circle any plumber's now paid **at** a higher rate.
- d) Day Technician - Current hourly rate.
- e) Appliance Technician II Rate \$22.00 per hour before general adjustment (2 float day rate). Red Circle any Appliance Techs now paid at a higher rate.

**ARTICLE 27  
CLASSIFICATIONS & RATES OF PAY (Continued)**

**27.02 Technical Classifications**

	Current	Effective 1 <sup>st</sup> full pay period in April, 2007	Effective 1 <sup>st</sup> full pay period in April, 2008
Leswyn Comm	29.15	30.22	31.13
HVAC Tech.	27.83	28.66	29.52
Service Tech. I	26.27	27.06	27.87
Service Tech. II	24.86	25.61	26.38
Service Tech. III	23.05	23.74	24.45

5<sup>th</sup> year HVAC Apprentice      80% of the HVAC Technician Rate  
 4<sup>th</sup> year HVAC Apprentice      70% of the HVAC Technician Rate  
 3<sup>rd</sup> year HVAC Apprentice      60% of the HVAC Technician Rate  
 2<sup>nd</sup> year HVAC Apprentice      50% of the HVAC Technician Rate  
 1<sup>st</sup> year HVAC Apprentice      40% of the HVAC Technician Rate

- 27.03 A) Task Rates as per the Task Rate addendum which forms part of this agreement.
- B) The Company agrees to pay the existing task rate as described in the task rate Addendum for all customer owned equipment.



**ARTICLE 27  
CLASSIFICATIONS & RATES OF PAY (Continued)**

- C)
- Maintenance Technician 100% of Task Rates
  - Installer 65% of Task Rate
  - Helper 35% of Task Rate
  - Duct Cleaners 100% of Task Rate

**27.04 Clerical Classifications**

Clerical	Current	Effective 1 <sup>st</sup> full pay period in April, 2007	Effective 1 <sup>st</sup> full pay period in April, 2008
Range 3-1	19.40	19.98	20.58
Range 3-2	20.29	20.90	21.53
Range 3-3	21.17	21.81	22.46
Range 3-4	22.06	22.72	23.40
Range 3-5	22.93	23.62	24.33
Range 3-6	23.81	24.52	25.26
Range 3-7	24.69	25.43	26.19
Range 2-1	17.38	17.90	18.44
Range 2-2	18.23	18.78	19.34
Range 2-3	19.07	19.64	20.23
Range 2-4	19.91	20.51	21.13
Range 2-5	20.76	21.38	22.02
Range 2-6	21.59	22.24	22.91
Range 2-7	22.44	23.11	23.80
Range 1-1	15.16	15.61	16.08
Range 1-2	15.92	16.40	16.89
Range 1-3	16.68	17.18	17.70
Range 1-4	17.43	17.95	18.49
Range 1-5	18.17	18.72	19.28
Range 1-6	18.92	19.49	20.07
Range 1-7	20.18	20.79	21.41

**ARTICLE 27  
CLASSIFICATIONS & RATES OF PAY (Continued)**

**27.05 Alternative wage Schedule for employees  
with two (2) floater days**

	Current	Effective 1 <sup>st</sup> full pay period in April, 2007	Effective 1 <sup>st</sup> full pay period in April, 2008
Leswyn Comm	29.73	30.62	31.54
HVAC Tech.	28.39	29.24	30.12
Plumber	25.89	26.67	27.47
Service Tech. I	26.80	27.60	28.43
Service Tech. II	25.35	26.11	26.89
Appliance Technician I	22.00	22.66	23.34
Appliance Technician II	20.00	20.60	21.22
Clerical			
Range 3-1	19.79	20.38	20.99
Range 3-2	20.69	21.31	21.95
Range 3-3	21.59	22.24	22.91
Range 3-4	22.50	23.18	23.88
Range 3-6	24.28	25.01	25.76
Range 3-7	25.18	25.94	26.72

**ARTICLE 27**  
**CLASSIFICATIONS & RATES OF PAY (Continued)**

	Current	Effective 1 <sup>st</sup> full pay period in April, 2007	Effective 1 <sup>st</sup> full pay period in April, 2008
Range 2-1	17.73	18.26	18.81
Range 2-2	18.60	19.16	19.73
Range 2-3	19.46	20.04	20.64
Range 2-4	20.31	20.92	21.55
Range 2-5	21.17	21.81	22.46
Range 2-6	22.02	22.68	23.36
Range 2-7	22.88	23.57	24.28

Range 1-1	15.47	15.93	16.41
Range 1-2	16.23	16.72	17.22
Range 1-3	17.01	17.52	18.05
Range 1-4	17.78	18.31	18.86
Range 1-5	18.53	19.09	19.66
Range 1-6	19.30	19.88	20.48
Range 1-7	20.59	21.21	21.85

The floater holiday provision for task-rated employees will remain unchanged.

**27.06 Application of Clerical Rates**

- A) Employees who are the successful applicant to a position with a higher range will have their rate of pay moved to the next highest step rate in the higher range.
- B) Employees who are the successful applicant to a position with a lower range, will have their rate of pay moved to a lower range in the same step.

**ARTICLE 27**  
**CLASSIFICATIONS & RATES OF PAY (Continued)**

**27.07 Clerical Ranges**

- 3 Stock keeper  
Materials Centre Rep
  
- 2 Home Improvements Coordinator  
Coordinator Mdse Purchasing  
Financial Reporting Clerk  
Reporting Clerk  
M&L Coordinator  
Contract Processing Clerk  
Workload Planning Coordinator  
Team Leader Home Improvements Mkts
  
- █ Inventory Control  
Accounts Payable/Receivable  
Delivery Administrative  
Lead Management  
Admin Coordinator  
Receptionist

**ARTICLE 28**  
**TSSA REIMBURSEMENT**

28.01 The Company shall reimburse TSSA fees arising from a TSSA investigation relating to a claim of inappropriate action, if the event occurred while the employee was working for the Company. Fines will be paid by the employee.

28.02 The Company will inform the Union of any investigation of an employee by the TSSA. The Company will also inform the Union of any related meetings involving the TSSA and the employee.

While the Company cannot dictate to the TSSA any roles or procedures relating to such investigations, it will not oppose the Union's participation in any TSSA meeting involving an employee.

The Company will endeavor to provide the Union with such information as soon as is practical.

**ARTICLE 29**  
**NO DISCRIMINATION**

29.01 There shall be no discrimination by the Company, the Union or its members against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status, sexual orientation, record of offenses, family status, same sex partnership status, or handicap, as defined in the Ontario Human Rights Code.

**ARTICLE 30**  
**SURVEILLANCE**

30.01 The company shall not place an employee under surveillance without reasonable suspicion of wrongdoing. This shall not preclude coincidental observation, which occurs during the normal course of events.

**ARTICLE 31**  
**UNION MANAGEMENT CO-OPERATION**

- 31.01 Conferences between the Company representatives and the negotiating committee to discuss matters other than grievances shall be called when mutually agreed upon. Matters to be discussed at any such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party not less than forty-eight **(48)** hours before the time for which the conference is arranged.
- 31.02 The parties agree that the “Involvement Philosophy Statement” will be used to strengthen the relationship and reflect the way in which the parties will work together in the future. (See Letter of Understanding #4)



**WINTER ROTATION – OPTION 1 & OPTION 2**

**SUMMER ROTATION – OPTION 1 & OPTION 2**

See local shift committee or Manager for details.

## **APPENDIX A**

For the period 1<sup>st</sup> April - 30<sup>th</sup> June 2007 the Team Reward programs from the previous collective agreement will apply.

Team Reward Payouts will be made on the 3<sup>rd</sup> pay period after the last day of the quarter.

For the end of year calculation, additional week may be needed to compile the necessary information for payouts.

### **Team Reward 2007 - 2009**

#### **Technician/Maintenance Tech.**

#### **Plan Summary**

A team is all the Technicians and Maintenance Technicians directly reporting to a Field Manager in his/her geographical area, all qualify on an equal basis.

		<b>Annual Value</b>
Business Efficiency	60% paid Quarterly	<b>\$1200</b>
	@ First Time Completion Rate	15%
	@ Repeat Calls	15%
	@ Productivity	15%
	@ Parts from Truck	15%
Safety Related Lost time Injuries	20% paid Annually	<b>\$400</b>
Customer Satisfaction	20% paid Annually	<b>\$400</b>
Total Team Reward	100% Maximum annual value per employee	<b>\$2000</b>

## APPENDIX A (Continued)

### Plan Details

#### **Business Efficiency ( 60% )**

Paid across four measures which drive efficiency in the Business. This measure attracts **60%** of the annual overall value and is paid through four (**4**) quarterly payments providing standard performances or improvements as set out below are met.

**First Time Completion Rate (15%):** Measured by comparing the number of HIP/HIP+/CIP+, Rental, Cleanings and Billable breakdowns completed on the first visit, against the total number of jobs carried out. Standards are set below and reward is as indicated. Reward will also be paid for improvement towards the standard. This will be judged against the same period from the previous year e.g. **Q3 2006 v Q3 2007**. Reward payment will be **50%** of the maximum achievable in that period.

Only one (1) payment is applicable.

<b>Quarter</b>	<b>Standard</b>	<b>Reward</b>	<b>Improvement</b>	<b>Reward</b>
Jul-Sep	91.54%	\$75	2%	\$37.5
Oct-Dec	88.83%	\$75	2%	\$37.5
Jan-Mar	87.4%	\$75	2%	\$37.5
Apr-Jun	90.63%	\$75	2%	\$37.5
Jul-Sep	2007	\$75	2%	\$37.5
Oct-Dec	2007	\$75	2%	\$37.5
Jan-Mar	2008	\$75	2%	\$37.5

## APPENDIX A (Continued)

**Repeat Calls (15%):** Measured by calculating the number of repeat calls made to any HIP/HIP+/CIP+, Rental, Cleanings and Billable breakdowns over a thirty (30) day period. Standards are set out below and reward is as indicated. Reward will also be paid for improvement towards the standard. This will be judged against the same period from the previous year e.g. Q3 2006 v Q3 2007. Reward payment will be 50% of the maximum achievable in that period.

Only one (1) payment is applicable.

Quarter	Standard	Reward	Improvement	Reward
Jul-Sep	8.13%	\$75	0.5%	\$37.5
Oct-Dec	11.44%	\$75	0.5%	\$37.5
Jan-Mar	12.88%	\$75	0.5%	\$37.5
Apr-Jun	9.67%	\$75	0.5%	\$37.5
Jul-Sep	2007	\$75	0.5%	\$37.5
Oct-Dec	2007	\$75	0.5%	\$37.5
Jan-Mar	2008	\$75	0.5%	\$37.5

**Productivity (15%):** Measured by calculating the number of credited hours earned by attending/completing work divided by the number of hours available for productive work, then divided by 100 to give a percentage. Standards are set out below and reward is as indicated. Reward will also be paid for improvement towards the standard. This will be judged against the same period from the previous year e.g. Q3 2006 v Q3 2007. Reward payment will be 50% of the maximum achievable in that period.

Only one (1) payment is applicable.

**APPENDIX A (Continued)**

Quarter	Standard	Reward	Improvement	Reward
Jul-Sep	69%	\$75	2.5%	\$37.5
Oct-Dec	69%	\$75	2.5%	\$37.5
Jan-Mar	69%	\$75	2.5%	\$37.5
Apr-Jun	69%	\$75	2.5%	\$37.5
Jul-Sep	74%	\$75	2.5%	\$37.5
Oct-Dec	74%	\$75	2.5%	\$37.5
Jan-Mar	74%	\$75	2.5%	\$37.5

**Parts From Truck (15%):** Measured by calculating the number of times we are able to complete a job which requires one or more parts from Truck Stock. By taking the total number of jobs where parts were fitted, and taking away the number of occasions we order a part. Then dividing this number by the total number of jobs where parts were fitted and turning this into a percentage gives the measure. This will be judged against the same period from **the** previous year e.g. **Q3 2006 v Q3 2007**. Reward payment will be 50% of the maximum achievable in that period.

Only one (1) payment is applicable.

Quarter	Standard	Reward	Improvement	Reward
Jul-Sep	79.90%	\$75	0.5%	\$37.5
Oct-Dec	78.51%	\$75	0.5%	\$37.5
Jan-Mar	76.89%	\$75	0.5%	\$37.5
Apr-Jun	78.81%	\$75	0.5%	\$37.5
Jul-Sep	2007	\$75	0.5%	\$37.5
Oct-Dec	2007	\$75	0.5%	\$37.5
Jan-Mar	2008	\$75	0.5%	\$37.5

## **APPENDIX A (Continued)**

### **Safety Related Lost Time ( 20% )**

Paid Annually, on the improvement against overall bargaining unit performance on lost time injuries and days lost. Standards as set out below.

<b>Periods</b>	<b># Lost Time Injuries</b>	<b># Days Lost</b>
April 1 <sup>st</sup> 2007 – March 31 <sup>st</sup> 2008	30	234
April 1 <sup>st</sup> 2008 – March 31 <sup>st</sup> 2009	27	200

10% of the Annual payment will be awarded for achieving each of the Standards above.

**N.B. Employees are not penalized for reporting all injuries. The measure reports on the frequency of lost time injuries and the number of days lost as a consequence.**

### **Customer Satisfaction (20%)**

An annual payment based on the score achieved for the customer satisfaction index, QUESTION 2 "What did you think of the most recent job?".

Reward can be achieved in one of three (3) ways:

- Firstly on a point improvement basis between the baseline and end point, as illustrated below.
- Secondly, by achieving the standard of 75 pts.
- Thirdly by maintaining the standard of 75 pts or above.
- The second and third options if achieved will automatically generate the \$400 maximum payment for each team member.

## APPENDIX A (Continued)

1-3 point improvement	\$200
4-6 point improvement	\$300
7 points or more	\$400

The data comparisons for the 2007 and 2008 payments are as outlined below, payments will be made for improvements from baseline to end point.

Payment Point	Baseline	End Point
2008	Average Qtrs 2, 3 and 4 2004 and Qtr 1 2007	Average Qtrs 2, 3 and 4 2007 and Qtr 1 2008
2009	Average Qtrs 2, 3 and 4 2007 and Qtr 1 2008	Average Qtrs 2, 3 and 4 2008 and Qtr 1 2009

Payments are made equally to each Service Field Manager patch employee, on an annual basis.

### Business Growth (uncapped)

A business growth reward scheme has been devised to encourage Field Generated Opportunities, starting July 1<sup>st</sup> 2005. This scheme is up and above Spiff payments and is uncapped.

Confirmed sales from a Team member will attract a points score per product. These points are added at the end of the quarter and divided by the number of Team members. This figure is then used to pay a Team Reward to each member equally. The point table is a ladder which the team advance up through the year, as per the example. The points ladder will re-set from 1<sup>st</sup> April 2008.

## APPENDIX A (Continued)

### Product

Furnace	3
A/C Unit	3
Inbound Energy	2
Internal Air Quality	1

### Quarters For Payment

Jul – Sep	07	
Oct – Dec	07	
Jan – Mar	08	
Apr – Jun	08	(ladder reset)
Jul – Sep	08	
Oct – Dec	08	
Jan – Mar	09	

Points / Technician	Payments / Per Point / Each Team Member
0 – 15	\$ 0
16 – 30	\$ 7.50
31 – 45	\$ 17.50
46 – 60	\$ 30.00
61 – 75	\$ 45.00
76 +	\$ 62.50

### Example:

A team of Technicians provide opportunities which result in the following confirmed sales in a quarter.

	Sales	Points/Sale	Team Points
Furnace	87	3	261
AC	35	3	105
Inbound Energy	15	2	30
Indoor Air Quality	4	1	4



## APPENDIX A (Continued)

Total Team Points 400

Number of Techs per District = 20 = 20 points each

### Payment generated

First Band = 15 \* \$0 = \$0  
Second Band = 5 \* \$7.50 = \$37.50

Total Individual payment Q1 = \$37.50

Note... Any decimal ( 0.05 ) remaining in each quarter will be rolled forward as a starter for the following quarter, any decimal remaining in Q4 are rounded to the nearest whole number in Q4.

The same performance in Q2 Q3 and Q4 would result in the following payments because of advancement up the point's ladder.

Q2 : \$250.00

Q3 : \$537.50

Q4 : \$987.50

**Total payment per Tech : \$1812.50**

## Team Reward 2007 - 2009

### Installers/Helpers.

#### Plan Summary

A team is all the Installers and Helpers directly reporting to a Field Manager in his/her geographical area qualify on an equal basis.

			<b>Annual Value</b>
Installation Return Visits	30%	paid Quarterly	\$600
Creation v Installation Plan Date	30%	paid Quarterly	\$600
Safety Related Lost time Injuries	20%	paid Annually	\$400
Customer Satisfaction	20%	paid Annually	\$400
<b>Total Team Reward</b>	<b>100%</b>	<b>Overall annual value per employee</b>	<b>\$ 2000</b>

#### Plan Details

##### **Installation Return Visits (30%)**

Measured by calculating the number of repeat calls made to any Installation Subcase within a thirty (30) day period. Standards are set out below and reward is as indicated. Reward will also be paid for improvement towards the standard. This will be judged against the same period from the previous year e.g. Q3 2006 v Q3 2007. Reward payment will be 50% of the maximum achievable in that period.

Only one (1) payment is applicable.

**APPENDIX A (Continued)**

<b>Quarter</b>	<b>Standard</b>	<b>Reward</b>	<b>Improvement</b>	<b>Reward</b>
Jul-Sep	10.44%	\$150	0.5%	\$75
Oct-Dec	13.42%	\$150	0.5%	\$75
Jan-Mar	13.72%	\$150	0.5%	\$75
Apr-Jun	11.36%	\$150	0.5%	\$75
Jul-Sep	2007	\$150	0.5%	\$75
Oct-Dec	2007	\$150	0.5%	\$75
Jan-Mar	2008	\$150	0.5%	\$75

**Creation v Installation Plan Date (30%)**

A quarterly payment (\$150) based on the number of days taken between the creation and plan date of big box installations.

<b>Quarter</b>	<b>Standard</b>	<b>Reward</b>
Jul-Sep	10.08	\$150
Oct-Dec	6.95	\$150
Jan-Mar	5.97	\$150
Apr-Jun	9.76	\$150
Jul-Sep	2007	\$150
Oct-Dec	2007	\$150
Jan-Mar	2008	\$150

**Safety Related Lost Time (20%)**

Paid Annually, on the improvement against overall bargaining unit performance on lost time injuries and days lost. Standards as set out below.

## **APPENDIX A (Continued)**

<b>Periods</b>	<b># Lost Time Injuries</b>	<b># Days Lost</b>
April 1 <sup>st</sup> 2007 – March 31 <sup>st</sup> 2008	30	234
April 1 <sup>st</sup> 2008 – March 31 <sup>st</sup> 2009	27	200

10% of the Annual payment will be awarded for achieving each of the Standards above.

N.B. Employees are not penalized for reporting all injuries. The measure reports on the frequency of lost time injuries and the number of days lost as a consequence.

### **Customer Satisfaction (20%)**

An annual payment based on the score achieved for the customer satisfaction index, QUESTION 2 "What did you think of the most recent job?".

Reward can be achieved in one of three (3) ways:

- Firstly on a point improvement basis between the baseline and end point, as illustrated below.
- Secondly, by achieving the standard of 75 pts.
- Thirdly by maintaining the standard of 75 pts or above.

The second and third options if achieved will automatically generate the \$400 maximum payment for each team member.

1-3 point improvement	<b>\$200</b>
4-6 point improvement	<b>\$300</b>
7 points or more	<b>\$400</b>

## APPENDIX A (Continued)

The data comparisons for the 2007 and 2008 payments are as outlined below, payments will be made for improvements from baseline to end point.

<b>Payment Point</b>	<b>Baseline</b>	<b>End Point</b>
2008	Average Qtrs 2, 3 and 4 2004 and Qtr 1 2007	Average Qtrs 2, 3 and 4 2007 and Qtr 1 2008
2009	Average Qtrs 2, 3 and 4 2007 and Qtr 1 2008	Average Qtrs 2, 3 and 4 2008 and Qtr 1 2009

Payments are made equally to each Installation Field Manager patch employee, on an annual basis.

### **Business Growth (uncapped)**

A business growth reward scheme has been devised to encourage Field Generated Opportunities, starting July 1<sup>st</sup> 2005. This scheme is up and above Spiff payments and is uncapped.

Confirmed sales from a Team member will attract a points score per product. These points are added at the end of the quarter and divided by the number of Team members. This figure is then used to pay a Team Reward to each member equally. The point table is a ladder which the team advance up through the year, as per the example. The points ladder will re-set from 1<sup>st</sup> April 2008.

### **Product**

Furnace	3
A/C Unit	3
Inbound Energy	2
Internal Air Quality	1

## APPENDIX A (Continued)

### Quarters For Payment

Jul – Sep	07	
Oct – Dec	07	
Jan – Mar	08	
Apr – Jun	08	(ladder reset)
Jul – Sep	08	
Oct – Dec	08	
Jan – Mar	09	

Points/ Technician	Payments/ Per Point/ Each Team Member
0 – 15	\$ 0
16 – 30	\$ 7.50
31 – 45	\$ 17.50
46 – 60	\$ 30.00
61 – 75	\$ 45.00
76 +	\$ 62.50

### Example :

A team of Technicians provide opportunities which result in the following confirmed sales in a quarter.

	Sales	Points/Sale	Team Points
Furnace	87	3	261
AC	35	3	105
Inbound Energy	15	2	30
Indoor Air Quality	4	1	4
<b>Total Team Points</b>			<b>400</b>

Number of Techs per Field Manager Team = 20 = 20 points each.

## APPENDIX A (Continued)

### Payment generated

First Band	= 15 *	\$0	= \$0
Second Band	= 5 *	\$7.50	= \$37.50
Total Individual payment Q1			= \$37.50

Note... Any decimal ( 0.05 ) remaining in each quarter will be rolled forward **as** a starter for the following quarter, any decimal remaining in Q4 are rounded to the nearest whole number in Q4.

The same performance in Q2 Q3 and Q4 would result in the following payments because of advancement up the points ladder.

Q2 : \$250.00  
Q3 : \$537.50  
Q4 : \$987.50

**Total payment per Tech : \$1812.50**

## APPENDIX A (Continued)

### Team Reward 2007 – 2009

#### Clerical.

##### Groupings

Service Planning and Reconciliation	Installation Planning and Reconciliation
Service Delivery and Customer Relations	All Other Unionized Clerical Staff

#### Plan Summary

##### **Objective:**

Support strategic goals and the continued operation of the business through a period of change. Support the front line Field Operation in the achievement of their goals. All clerical elements of clerical team reward are measured across the corporate operations.

#### **Plan Summary – Installation Planning and Reconciliation**

<b>Measure</b>	<b>Weighting</b>	<b>Payment Schedule</b>	<b>Annual Value FT</b>
Creation v Installation plan date	30%	Quarterly	\$480
Duration from Written to Finalized Sales Order	30%	Quarterly	\$480



**APPENDIX A (Continued)**

**Plan Summary – Service Planning and Reconciliation**

<b>Measure</b>	<b>Weighting</b>	<b>Payment Schedule</b>	<b>Annual Value FT</b>
1 <sup>st</sup> Time Completion Service Jobs	30%	Quarterly	\$480
Past Priorities	30%	Quarterly	\$480

**Plan Summary – Service Delivery and Customer Relations**

<b>Measure</b>	<b>Weighting</b>	<b>Payment Schedule</b>	<b>Annual Value FT</b>
Complaints per 1000 Sub-cases	30%	Quarterly	\$480
Time to Finalize Complaint Case	30%	Quarterly	\$480

**Plan Summary – All Other Unionized Clerical Staff**

<b>Measure</b>	<b>Weighting</b>	<b>Payment Schedule</b>	<b>Annual Value FT</b>
Average of the Installations/ Service Planning/ Service Delivery Payments	60%	Quarterly	\$960

## APPENDIX A (Continued)

### Plan Summary – All Unionized Staff

Measure	Weighting	Payment Schedule	Annual Value FT
Corporate Customer Satisfaction Index	20%	Annual	\$320
Safety Related Lost Time Injuries	20%	Annual	\$320

Assuming annual earning potential for full time staff of \$1600.

### Plan Detail : Installation Planning and Reconciliation.

#### **Creation v Installation Plan Date (30%)**

A quarterly payment (\$120) based on the number of days taken between the creation and plan date of big box installations.

Quarter	Standard	Reward
Jul-Sep	10.08	\$120
Oct-Dec	6.95	\$120
Jan-Mar	5.97	\$120
Apr-Jun	9.76	\$120
Jul-Sep 2007	2007	\$120
Oct-Dec 2007	2007	\$120
Jan-Mar 2008	2008	\$120

#### **Duration from Written Sales Order To Finalization (30%)**

A quarterly payment (\$120) based on the average time

## APPENDIX A (Continued)

(days) from written sales order to finalization on all HVAC sales meeting specified Standards as below. Standards are corresponding Corporate business performances from the same period the previous year.

Quarter	Standard	Reward
Jul-Sep	16	\$120
Oct-Dec	14.8	\$120
Jan-Mar	11.3	\$120
Apr-Jun	14	\$120
Jul-Sep	2007	\$120
Oct-Dec	2007	\$120
Jan-Mar	2008	\$120

### Plan Detail : Service Planning and Reconciliation.

#### **1<sup>st</sup> Time Completion Service Jobs (30%)**

A quarterly based payment (\$120) based on achieving a specified standard for the percentage of all service and maintenance calls made in a quarter being completed on the 1<sup>st</sup> visit, as outlined below. Standards are corresponding Corporate business performances from the same period the previous year.

Quarter	Standard	Reward	Improvement	Reward
Jul-Sep	91.54%	\$120	2%	\$60
Oct-Dec	88.83%	\$120	2%	\$60
Jan-Mar	87.4%	\$120	2%	\$60
Apr-Jun	90.63%	\$120	2%	\$60
Jul-Sep	2007	\$120	2%	\$60
Oct-Dec	2007	\$120	2%	\$60
Jan-Mar	2008	\$120	2%	\$60

## APPENDIX A (Continued)

### Past Priority (30%)

A quarterly payment based on achieving a specified standards for the level of past priority calls, as outlined below. Standards are corresponding Corporate business performances from the same period the previous year.

Quarter	Standard	Reward
Jul-Sep	1.62%	\$120
Oct-Dec	1.97%	\$120
Jan-Mar	2.07%	\$120
Apr-Jun	2.37%	\$120
Jul-Sep	2007	\$120
Oct-Dec	2007	\$120
Jan-Mar	2008	\$120

### Plan Detail : Service Delivery and Customer Relations.

### Complaints per 1000 Sub-Cases (30%)

A quarterly payment based on improvements in the average number of escalations received as a percentage of incoming service calls quarter on quarter. E.g. the 2007 Q3 payment would be based on the score for that quarter compared to the actual score from the same quarter one (1) year ago.

Quarter	Standard	Reward
Jul-Sep	185.1	\$120
Oct-Dec	238.4	\$120
Jan-Mar	153.2	\$120
Apr-Jun	181.6	\$120
Jul-Sep	2007	\$120
Oct-Dec	2007	\$120
Jan-Mar	2008	\$120

## **APPENDIX A (Continued)**

### **Time to Finalize Complaint Case (30%)**

A quarterly payment based on improvements in the average number of days taken to finalize Complaint Cases. E.g. the 2007 Q3 payment would be based on the average number of days for that quarter compared to the average number of days from the same quarter one (1) year ago.

<b>Quarter</b>	<b>Standard</b>	<b>Reward</b>
Jul-Sep	8.46	\$120
Oct-Dec	5.15	\$120
Jan-Mar	13.34	\$120
Apr-Jun	10.09	\$120
Jul-Sep	2007	\$120
Oct-Dec	2007	\$120
Jan-Mar	2008	\$120

### **Plan Detail : All Other Unionized Clerical Staff.**

Staff in this category qualify for an average quarterly payment. Average derived from actual quarterly payments to the Installation Planning and Reconciliation, Service Planning and Reconciliation and Service Delivery and Customer Relations groups.

### **Plan Summary : All Clerical Staff.**

#### **Safety Related Lost Time (20%)**

Paid Annually (\$320) on the improvement against overall bargaining unit performance on lost time injuries and days lost. Standards as set out below.

## APPENDIX A (Continued)

Periods	# Lost Time Injuries	# Days Lost
March 31 <sup>st</sup> 2008		
April 1 <sup>st</sup> 2008 – March 31 <sup>st</sup> 2009	27	200

10% of the Annual payment will be awarded for achieving each of the Standards above.

**N.B. Employees are not penalized for reporting all injuries. The measure reports on the frequency of lost time injuries and the number of days lost as a consequence.**

### Customer Satisfaction ( 20% )

An annual payment (\$320) based on the score achieved for the customer satisfaction index, QUESTION 2 "What did you think of the most recent job?".

Reward can be achieved in one of three (3) ways:

- Firstly on a point improvement basis between the baseline and end point, as illustrated below.
- Secondly, by achieving the standard of 75 pts.
- Thirdly by maintaining the standard of 75 pts or above.

The second and third options if achieved will automatically generate the \$400 maximum payment for each team member.

1-3 point improvement	\$160
4-6 point improvement	\$240
7 points or more	\$320

## APPENDIX A (Continued)

The data comparisons for the 2007 and 2008 payments are as outlined below, payments will be made for improvements from baseline to end point.

<b>Payment Point</b>	<b>Baseline</b>	<b>End Point</b>
2008	Average Qtrs 2, 3 and 4 2006 and Qtr 1 2007	Average Qtrs 2, 3 and 4 2007 and Qtr 1 2008
2009	Average Qtrs 2, 3 and 4 2007 and Qtr 1 2008	Average Qtrs 2, 3 and 4 2008 and Qtr 1 2009

Payments are made equally to each clerical employee, on an annual basis.

## Team Reward 2007 – 2009

### Small Commercial Technicians and Clerical.

#### Plan Summary

<b>Measure</b>	<b>Weighting</b>	<b>Payment Schedule</b>	<b>Annual Value Technician / (Clerical)</b>
Lead Generation	25%	Quarterly	\$500 / (\$400)
Field Invoice Completion	25%	Quarterly	\$500 / (\$400)
Financials	30%	Quarterly	\$600 / (\$480)
Safety Related Lost Time Injuries	20%	Annual	\$400 / (\$320)

Assuming annual earning potential for full technicians of \$2000 and for clerical staff of \$1600.

#### **Plan Detail**

##### **Lead Generation (25%)**

A quarterly payment based on achieving 750 leads in the Quarter. Leads tracked and reported through the "Total all Products" channel in Clarify.

<b>Quarter</b>	<b>Standard</b>	<b>Reward</b>
Jul-Sep	750	\$125/ (\$100)
Oct-Dec	750	\$125/ (\$100)
Jan-Mar	750	\$125/ (\$100)
Apr-Jun	750	\$125/ (\$100)
Jul-Sep	750	\$125/ (\$100)
Oct-Dec	750	\$125/ (\$100)
Jan-Mar	750	\$125/ (\$100)



## APPENDIX A (Continued)

### Field Invoice Completion (25%)

A quarterly payment based on achieving a completion rate of 95% of all invoices completed within three (3) days in each quarter.

Quarter	Standard	Reward
Jul-Sep	95%	\$125/ (\$100)
Oct-Dec	95%	\$125/ (\$100)
Jan-Mar	95%	\$125/ (\$100)
Apr-Jun	95%	\$125/ (\$100)
Jul-Sep	95%	\$125/ (\$100)
Oct-Dec	95%	\$125/ (\$100)
Jan-Mar	95%	\$125/ (\$100)

### Financials (30%)

A quarterly payment based on achieving budget financial results across the small commercial division per individual quarter.

Quarter	Standard	Reward
Jul-Sep	575k	\$150/ (\$120)
Oct-Dec	728k	\$150/ (\$120)
Jan-Mar	2008 budget	\$150/ (\$120)
Apr-Jun	2008 budget	\$150/ (\$120)
Jul-Sep	2008 budget	\$150/ (\$120)
Oct-Dec	2008 budget	\$150/ (\$120)
Jan-Mar	2009 budget	\$150/ (\$120)

### Safety Related Lost Time (20%)

Paid Annually, on the improvement against overall bargaining unit performance on lost time injuries and days lost. Standards as set out below.

## APPENDIX A (Continued)

Periods	# Lost Time Injuries	# Days Lost
April 1 <sup>st</sup> 2007 – March 31 <sup>st</sup> 2008	30	234
April 1 <sup>st</sup> 2008 – March 31 <sup>st</sup> 2009	27	200

10% of the Annual payment will be awarded for achieving each of the Standards above.

**N.B. Employees are not penalized for reporting all injuries. The measure reports on the frequency of lost time injuries and the number of days lost as a consequence.**

**Team Reward 2007 – 2009  
Plumbers.**

**Plan Summary**

The work group “ Plumbers “ is for the purpose of Team Reward considered one Field Manager Team, all qualify on an equal basis for payments.

<b>Measure</b>	<b>Weighting</b>	<b>Payment Schedule</b>	<b>Annual Value 2007/8 / (2008/9)</b>
Past Priorities	30/20%	Quarterly	\$600/ <b>(\$400)</b>
Up Sales : Faucets	30/20%	Quarterly	\$600/ <b>(\$400)</b>
First Time Completion	20%	Quarterly	<b>(\$400)</b>
Safety Related Lost Time Injuries	20%	Annual	\$400 / <b>(\$400)</b>
Customer Satisfaction	20%	Annual	\$400 / <b>(\$400)</b>

**Plan Details**

**Past Priorities (30/20%)** : Measured by calculating the number of plumbing calls attended to that are past the appointment window of four (4) hours as a percentage of total plumbing calls attended. Standards are set out below and reward is as indicated.

<b>Quarter</b>	<b>Standard</b>	<b>Reward</b>
Jul-Sep	1.62%	\$150 / \$100
Oct-Dec	1.97%	\$150 / \$100
Jan-Mar	2.07%	\$150 / \$100
Apr-Jun	2.37%	\$150 / \$100
Jul-Sep 2007	2007	\$150 / \$100
Oct-Dec 2007	2007	\$150 / \$100
Jan-Mar 2008	2008	\$150 / \$100

**APPENDIX A (Continued)**

**Up Sales : Faucets (30120%)** : Measured by calculating the number of up sold faucets across each quarter achieved by the Plumbing group. Standards are set out below and reward is as indicated.

<b>Quarter</b>	<b>Standard</b>	<b>Reward</b>
Jul-Sep	130	\$150 / \$100
Oct-Dec	130	\$150 / \$100
Jan-Mar	130	\$150 / \$100
Apr-Jun	130	\$150 / \$100
Jul-Sep	130	\$150 / \$100
Oct-Dec	130	\$150 / \$100
Jan-Mar	130	\$150 / \$100

**First Time Completion (20% 2008/9)** : Measured by calculating the first time completion rate of all Plumbing jobs. Measure to be available 1<sup>st</sup> April 2008 – 31<sup>st</sup> March 2009. Standards applied will be 2007/8 actuals.

<b>Quarter</b>	<b>Standard</b>	<b>Reward</b>
Apr 08-Jun08	130	\$150 / \$100
Jul-Sep	130	\$150 / \$100
Oct-Dec	130	\$150 / \$100
Jan-Mar	130	\$150 / \$100

**Safety Related Lost Time (20%)**

Paid Annually, on the improvement against overall bargaining unit performance on lost time injuries and days lost. Standards as set out below.

<b>Periods</b>	<b># Lost Time Injuries</b>	<b># Days Lost</b>
April 1 <sup>st</sup> 2007 – March 31 <sup>st</sup> 2008	30	234
April 1 <sup>st</sup> 2008 – March 31 <sup>st</sup> 2009	27	200

## **APPENDIX A (Continued)**

10% of the Annual payment will be awarded for achieving each of the Standards above.

**N.B. Employees are not penalized for reporting all injuries. The measure reports on the frequency of lost time injuries and the number of days lost as a consequence.**

### **Customer Satisfaction (20%)**

An annual payment based on the score achieved for the customer satisfaction index, QUESTION 2 “What did you think of the most recent job?”.

Reward can be achieved in one of three (3) ways:

- Firstly on a point improvement basis between the baseline and end point, as illustrated below.
- Secondly, by achieving the standard of 75 pts.
- Thirdly by maintaining the standard of 75 pts or above.

The second and third options if achieved will automatically generate the \$400 maximum payment for each team member.

1-3 point improvement	\$200
4-6 point improvement	\$300
7 points or more	\$400

The data comparisons for the 2007 and 2008 payments are as outlined below, payments will be made for improvements from baseline to end point.

## APPENDIX A (Continued)

<b>Payment Point</b>	<b>Baseline</b>	<b>End Point</b>
2008	Average Qtrs 2, 3 and 4 2006 and Qtr 1 2007	Average Qtrs 2, 3 and 4 2007 and Qtr 1 2008
2009	Average Qtrs 2, 3 and 4 2007 and Qtr 1 2008	Average Qtrs 2, 3 and 4 2008 and Qtr 1 2009

Payments are made equally to each Field Manager employee, on an annual basis.

**APPENDIX "C"**  
**SPECIAL TERMS AND CONDITIONS FOR**  
**INSTALLER / HELPER / MAINTENANCE TECHNICIAN**  
**INCLUDING TASK RATES AND STANDARDS**

It is understood and agreed that the following special terms and conditions apply only to employees in the Installer/Helper classifications. It is further agreed that the parties will meet no later than March 31, 2000 to review the volume of installation work being performed and, the ability of the company to attract and retain qualified employees in these classifications.

**1. Task Rates of Pay**

Employees in these classifications will be paid task rates of pay in accordance with the schedule contained in Article 27.

**2. Down Time**

- A) Availability of Work - It is the intent of the Company to hire sufficient staff to meet the demands of the installation business. The Company will make every effort to ensure work is made available to these employees on an ongoing basis.
- B) Training, Meetings, Sick days, Bereavement Leave and Jury Duty – Subject to the criteria contained in the collective agreement, employees in these classifications who are in training, attending a meeting, are sick, entitled to bereavement leave or jury duty will receive pay based on the following flat daily amounts.
- C) If an employee reports for work as scheduled, and there is no task work available, the employee will be paid the applicable down time rate as described below.

## APPENDIX C (Continued)

Installer	Maintenance Technician	Helper
\$169.09 per day	\$105.68 per day	\$88.77 per day
\$84.54 per ½ day	\$52.84 per ½ day	\$44.38 per ½ day

### 3. Vacation

- A) Pay – Vacation pay will be paid out at the applicable rate, in the current year, in each pay period.
- B) Time Off – Each employee will be required to take at least two (2) weeks off as per the vacation schedule, however the rest of the entitlement will be voluntary, as per the Vacation Schedule.

### 4. Statutory Holidays

- A) Pay – Will be based on the current legislated standard of the “thirteen (13) week average”.
- B) Time Off – Will be as per the collective Agreement.

### 5. Floater Days

- A) Pay – Will be paid out at the applicable percentage rate, in the current year, in each pay period.
- B) Time Off – There will be **no** time off (not mandatory) however if time off **is** requested and approved the corresponding time off will be without pay.



## **APPENDIX C (Continued)**

### **6. Hours of Work**

The hours of work will be Monday to Saturday 8:00 AM to 6:00 PM, five (5) consecutive days per week.

### **7. Union Dues**

Union dues will be deducted on a weekly basis based on the applicable percentage rate.

### **8. Task Work**

HVAC Technicians who are required to do installation work will be paid their current hourly rate of pay.

HVAC technicians or Service Technicians who become installers will be covered by the Appendix "C".

### **9. Union / Management Task Committee Mandate**

#### **Purpose:**

To review and determine task rates for unanticipated items of work and any new installation items.

This committee will review code 20, 40, 50 for maintenance technicians provided evidence is produced to prove significant negative impact on earning opportunity.

The committee will not re-negotiate existing task rates but will examine the existing definitions and applications.

This committee will meet within four **(4)** weeks of ratification to commence discussions and will meet monthly until such time as both parties agree to meet less frequently.

A further role is to consider alternative methods to streamline the task rate pay system.

## **APPENDIX C (Continued)**

### **Extra's**

The committee will define the best way of documenting HVAC extras on a cost sheet so that install crews are compensated appropriately.

### **Members:**

Three **(3)** Union and three (3) Management Committee Members determined by the respective parties.

## **Install Standards and Rates**

### **A) HIGH EFFICIENCY FURNACE**

#### **Install new/Re/Re HB to HB**

- Remove old furnace
- Put new furnace in place
- Reconnect gas line up to 6 feet
- Reconnect electrical power supply to existing up to 6 feet
- Drain tubing 10ft included
- Install transition if prefabricated
- Clean existing A/C coil (if required)
- Reconnect existing return air boot
- Reconnect electronic air cleaner and/or humidifier (task applies if the unit must be fully uninstalled)
- Reconnect to existing venting
- Start unit
- Setup
  
- Check manifold pressure
- Clock firing rate
- Soap and dial test if applicable
  
- Check operation of thermostat
- Set heat anticipator for correct amp draw
- Ensure thermostat starts and stops furnace
- Explain proper operation of furnace and/or thermostat to customer
- Ensure installation is to manufacturer's specifications
- Give customer warranty and all operational manuals
- Obtain sign off agreement

## **B) MID-EFFICIENCY FURNACE**

### **Hi-boy to Hi-boy**

- Remove old furnace
- Put new furnace in place
- Reconnect gas line up to existing up to 6 feet
- Reconnect electrical power supply to existing up to 6 feet
- Install transition if pre-fabricated
- Clean existing A/C coil (if required)
- Fasten angle to support existing coil if necessary
- Reconnect existing return air boot
- Reconnect electronic air cleaner and/or humidifier (task rate applies if unit has to be completely uninstalled)
- Reconnect to existing venting
- Start up
- Setup
  - Set up manifold pressures
  - Clock firing rate
  - Soap and dial test if applicable
  
- Check operation of thermostat
- Set heat anticipator to correct amp draw
- Ensure thermostat starts and stops furnace
- Explain proper operation of furnace and/or thermostat to customer
- Ensure installation is to manufacturer's specifications
- Give customer warranty and all operational manuals
- Obtain sign off agreement

## **C) AIR CONDITIONERS**

### **Re and Re**

- Recover refrigerant
- Disconnect and remove unit
- Put new unit in place
- Install the A coil into existing plenum
- Install new line set
- Connect to existing electrical including liquid tight and disconnect
- Install low voltage control wires
- Pressure test with nitrogen to proper specifications
- Pull system into a vacuum
- Ensure the system holds vacuum
- Openvalves
- Start and set up
- Test thermostat operations (both heating and cooling)
- Demonstrate operation to customer
- Ensure installation is to manufacturer's specifications
- Give customer warranty and operating manuals
- Clean up work area
- Obtain sign off agreement

### **New Install**

- Put new unit in place on platform
- Install the A coil into existing plenum
- Install new line set and condensation system
- Connect electrical from panel to outdoor unit with proper fuses/breakers
- Install low voltage control wires
- Install heating/air conditioning thermostat
- Pressure test with nitrogen to proper specifications
- Pull system into a vacuum
- Ensure the system holds vacuum

- Open valves
- Start and set up (in season)
- Test thermostat operations (both heating and cooling)
- Demonstrate operation to customer
- Ensure installation is to manufacturer's specifications
- Give customer warranty and operating manuals
- Clean up work area
- Obtain sign off agreement

### **Refrigerant Recovery**

- Disconnect power supply
- Connect manifold gauges, recovery unit and recovery tank as per ODP guidelines
- Recover refrigerant and solder lines on condenser. As per ODP Guidelines
- Complete appropriate documentation as per ODP guidelines

### **Start up**

Start up rate will be paid on installation when the all the following checks are completed and appropriate form is completed and submitted. If the checks are not completed the rate will not be paid.

- Start up unit
- Check amp draw at condensing unit
- Check temperature difference across evaporator coil
- Check air flow from registers
- Add or remove refrigerant required
- Document appropriate information as per ODP guidelines

Winter start-ups – for winter start ups the following checks must be completed to be paid

- Check air flow from registers
- Add or remove refrigerant required by completing all necessary calculations
- Document appropriate information as per ODP guide lines

## D) MID or HIGH EFFICIENCY BOILERS

### Re and Re

- Remove of existing boiler
- Put new boiler in place .
- Reconnect supply and return lines up to 10 feet
- Reconnect gas up to 10 feet
- Reconnect venting up to 10 feet
- Start up
- Setup
  - Check manifold pressure
  - Clock firing rate
  - Soap and dial test if applicable
  - Purge radiators
  
- Check operation of thermostat
- Set heat anticipator to correct amp draw
- Ensure thermostat starts and **stops** furnace
- Explain proper operation of boiler and/or thermostat to customer
- Ensure installation is to manufacturer's specifications
- Give customer warranty and all operational manuals
- Obtain sign off agreement
- 30% will be paid on all extra signed off by the customer

### New Installation Of Mid Or High Efficiency Boilers

- Remove of existing boiler
- Put new boiler in place
- Reconnect supply and return lines up to 25 feet
- Reconnect gas up to 25 feet
- Reconnect venting up to 25 feet
- Install water supply and shut off, back flow preventer, pressure regulator, low water cut off and expansion tank



- Startup
- Setup
  - Check manifold pressure
  - Clock firing rate
  - Soap and dial test if applicable
  - Purge radiators
- Check operation of thermostat
- Set heat anticipator to correct amp draw
- Ensure thermostat starts and stops furnace
- Explain proper operation of boiler and/or thermostat to customer
- Ensure installation is to manufacturer's specifications
- Give customer warranty and all operational manuals
- Obtain sign off agreement

### **e) FIREPLACE INSTALLATION**

- Inspect all products for signs of damage prior to start of installation
- Put fireplace in desired location
- Run gas line up to 10 feet
- Installation of venting systems
- Soap and dial test
- Test system operation
- Ensure install is to manufacturer's specification
- Demonstrate operation to customer
- Give customer warranty and operating manuals
- Clean up work area
- Obtain sign off agreement

## **F) HEATERS**

### **Patio Heaters**

- Installation of heater to manufactures specifications
- 20 feet of outside above ground gas pipe is included
- Give customer manuals
- Leak test to code and clock firing rate
- Demonstrate operation to customer
- Obtain sign off from customer

### **Tube Heaters**

- Install heater to manufactures specifications
- Includes 20 feet of gas piping and venting (combined)
- Install all electrical connections required (as per task)
- Test gas pipe to meet code
- Cycle operation of heater from t-stat. (on and off)
- Clock firing rate
- Demonstrate operation to customer
- Obtain sign off

### **Unit Heaters**

- Install heater to manufactures specifications
- Ensure that supports will support units weight
- Includes 20 ft of gas piping and venting (combined)
- Connect control wires
- Install all electrical connection as required (as per task)
- Check manifold pressure
- Clock firing rate and match to rating plate

- Leak test to meet code
- Cycle from t-stat. (on / off )
- Demonstrate operation to customer
- Obtain sign off

### **Pool Heater**

- Install heater to manufactures specifications
- Ensure proper venting system is used ( draft hood / no draft hood )
- New or replacement install
- Connect all water lines
- Connect all electrical if applicable(as per task)
- Set up manifold pressure
- Clock firing rate
- Leak test to code standards
- Check venting action
- Demonstrate operation to customer
- Obtain sign off

## **G) OTHER INSTALLATIONS**

### **Carrier Thermostat**

- Install new low voltage control wires
- Install outdoor sensor on north east wall
- Connect low voltage control wires to humidifier
- Program thermostat to customers expectations
- Test operations of thermostat i.e. heating / cooling and humidifier on / off

### **Field Manufactured Transitions**

- Installer fabricates the heating/cooling transition on job site

### **Furnace Motor**

- Installation of motor to manufactures specifications
- Check amp draw, adjust pulleys to setup amps
- Set belt tension correctly

### **Fan Center Relay**

- Installation to manufactures specifications
- Must be mounted on 4x4 electrical box
- Cycle system on heating / cooling and fan in the on and off position
- Limit must be checked for proper operation with fan in on position

### **Priced Extras**

- 30% of extras charged to and agreed upon by the customer

## **Thermostat Wire**

- Replace existing low voltage wire with new wire
- Ensure that heating / cooling and fan operates

## **Pony Panel**

- Pony panel installations for power supply for appliance installations
- Must be installed according to code

## **Condensate Pump**

- Pump must be mounted so it will not move or tip
- Connect 110 volt wires
- Install condensation hose to drain. Do not use outside termination on furnace and humidifier installs
- Test unit by filling with water to ensure it works

## **Drilling of Holes**

### ***Drilling of holes will be paid for:***

- Water heater ABS venting
- New A/C installs (hole only) exceptions to be discussed with field manager

### ***Drilling of holes will not be paid for:***

- Gas piping on furnace installs, waterheaters
- Any internal walls or floors
- BBQ hook-ups

## **H) GAS PIPES**

### **Short Connections Of Gas Pipes**

- Used on stoves, BBQ , dryer when using flex hoses
- Leak test as per code
- Obtain sign off

### **Long Connection Of Gas Pipe**

- To be applied during the installation of a stove , drier or BBQ
- Combined installation of gas pipe and venting up to 20 feet
- Leak test to code
- Obtain sign off

### **Outside Gas Pipe**

- Applies only during the install of pool heaters
- Applies only to oil to gas and electric to gas meter hookups
- Includes up to 10 feet
- Install supports to code
- Leak test to code
- Includes painting the pipe

## **Downtime**

Down time will be paid if:

- Task rate employee does not receive notice that there is no work prior to showing up for work, he will receive the equivalent of a ½ day training/meeting rate.
- There is work at the beginning of the day and the work is delayed or a 4 hour period passes without work provided the employee was not given prior notice. In the case where an employee is offered work and they refuse they will not be paid down time. i.e. If the employee finishes their job at 10 AM and there is no work until 2PM, the employee will be offered this work. If he agrees to do this work every effort will be made to fill this time and no downtime will be paid. If they decline they will go home with just their morning pay.
- No notice is given prior to noon and the stay into the afternoon they will be compensated at the equivalent of ½ day training/meeting rate.

Note: if an employee is being paid downtime rate they will be available for work that may fall out of the scope of their normal work. i.e. Delivering equipment, warehouse work, picking up equipment etc.

## **Travel Allowances**

Travel allowances will be paid if:

- Scheduling by the Company causes the employee to travel more than 60 kilometers from their normal base of operations to a job. Multiples of each 60 kilometers in a single journey will attract multiple entitlements.  
Eg : 120kms = 2 Claims / 180kms = 3 Claims
- Scheduling by the Company causes the employee to travel more than 60 kilometers from their call to the next call. Multiples of each 60 kilometers in a single journey will attract multiple entitlements.  
Eg : 120kms = 2 Claims / 180kms = 3 Claims

## **Staging Allowance**

To be paid when:

- Complete materials are not available in the district and the crew has to make a return trip to the customers home.
- Installation crew must be directed to a supplier other than the primary supplier to pick up additional equipment or supplies.
- Installations are cancelled or altered due to some change in process out of control of the install crew.
- This will be applied after the field manager and the crew discuss the situation.
- Water heater drop-offs at another company's location (eg. Union Energy)



## I) HUMIDIFIER/AIR CLEANER

### Humidifier Installation

#### New or Re & Re

- Remove existing unit
- Re & Re – task only applies when replacing return air drop. Humidifier must be completely uninstalled
- Cut out opening in return air drop
- Mount new or existing unit **so** it is level
- Connect water supply from water lines to humidifier
- Connect drain and terminate at floor drain or sink. Do not terminate outside.
- Connect electrical control wiring
- Test for leaks and proper operation

### Air Cleaner

#### New or Re & Re

- Applies to all add on air cleaners.
- Only applies when unit must be completely uninstalled to accommodate installation of product
- Connect new unit to furnace and cold air return
- Connect electrical where necessary (additional task for Electrical Power Supply not applicable)
- Test operation when testing furnace

## Install Standards and Rates

<i><b>Furnace Installations</b></i>	<b>April 1, 2007</b>	
<b>Mid Efficiency Furnaces</b>	\$184.94	Install new/exchange existing furnace, includes B-vent up to 10 ft - See section b). Note: SkyPAK New R-410A – The task rate for this type of installation is the same as the mid-efficiency furnace.
<b>Chimney Liner</b>	\$52.84	Install, tie-in and cap liner through existing chimney on single or two story installs.
<b>A/C install with a furnace</b>	\$195.51	Replace existing or install new A/C unit with a furnace including all necessary linesets up to 25 ft. Electrical up to 25ft including all hook-ups. Includes start up and charging.
<b>Hi-Efficiency Furnaces</b>	\$221.92	Install new/exchange HB to HB with existing vent and gas pipe up to 6ft of each, reconnect duct work, includes drilling all holes for venting as required – See section a).

<b>Furnace Installations</b>	<b>April 1, 2007</b>	
<b>Hi-Efficiency Furnaces (continued)</b>	\$36.99	Replacing of duct drop.
	\$36.99	HB to HB, mid to hi efficiency exchange.
	\$36.99	Vent change, install new or replacement of existing ABS/PVC up to 25ft per run. <u>This task does not apply for UP to 2 elbows and less than 24 inches of vent on a water heater exchange/install or</u>
<b>A/C install with a furnace</b>	\$195.51	Replace existing or install new A/C unit with a furnace including <b>all</b> necessary linesets up to 25 ft. Electrical up to 25ft including all hook-ups. Includes start up and charging.

<b>A/C Installations</b>	<b>April 1, 2007</b>	
<b>Air Conditioning</b>	\$216.64	Install new A/C including compressor, "A" coil, lineset and electrical up to 25 ft. Includes start up and charging. See section c).
<b>A/C Wall Brackets</b>	\$19.02	Drill wall and install wall brackets for outside A/C unit.
<b>A/C Coil Re-installation</b>	\$36.99	Remove and reinstall "A" coil while installing new furnace.
<b>Evacuate system</b>	\$47.56	Remove refrigerant from system in order to perform other work.
<b>Lineset</b>	\$1.59/ft	Installation of additional lineset over the allowances set out.
<b>Pony Panel Installation</b>	\$31.70	Installation of pony panel for additional breakers on appliance installs. Appendix G.

<b>A/C Installations</b>	<b>April 1, 2007</b>	
<b>Compressor Sound Blanket</b>	\$20.00	When installed by the crew in addition to A/C unit.
<b>TX Valve</b>	\$40.00	When installed by the crew in addition to A/C Unit.
<b>Ductless Splits</b>		
<b>Install Ductless Split</b>	\$200.79	Installation of the new unit, including the compressor, lineset and electrical up to 25ft.
<b>AC Start Up</b>	\$47.56	
<b>Drill Hole</b>	\$15.85	
<b>Control Wire</b>	\$21.14	
<b>Install Second Evaporator</b>	\$31.70	
<b>Additional Hole for Lineset {if req}</b>	\$15.85	
<b>Additional Control Wire</b>	\$21.14	
<b>Additional Start Up</b>	\$47.56	
<b>Second Floor Install {not side split}</b>	\$52.84	

<b>Boiler Installations</b>	<b>April 1, 2007</b>	
<b>Mid Efficiency Boilers</b>	\$232.49	Exchange – See section d).
	\$348.74	New Install – See section d).
<b>High Efficiency Boilers</b>	\$253.63	Exchange – See section d).
	\$348.74	New Install – See section d).
<b>Drain System</b>	\$52.84	
<b>Shutoff</b>	\$10.57	
<b>Pressure Regulator</b>	\$10.57	
<b>Expansion Tank</b>	\$21.14	
<b>Back Flow Preventer</b>	\$10.57	
<b>Return Header</b>	\$21.14	
<b>Supply Header</b>	\$21.14	
<b>Low Water cutoff</b>	\$21.14	
<b>4 way valves</b>	\$15.85	
<b>Isolation valves</b>	\$10.57	
<b>Bypass valves</b>	\$21.14	
<b>Circulation Pump</b>	\$42.27	
<b>Air Scoot,</b>	\$26.42	
<b>Flow Control</b>	\$21.14	

<b>Other Heating Equip.</b>	<b>April 1, 2007</b>	
<b>Tube heater installations</b>	\$147.95	Installation of tube heaters to manufactures plus the appliance suspension rate. See section f).
<b>Pool heater</b>	\$169.09	Installation of new/or replacement of existing See section f).
<b>Space Heater / Baseboard</b>	\$147.95	Basic installation up to 20' of piping and venting.
<b>Unit heaters</b>	\$169.09	Installation of unit heater to manufactures plus the appliance suspension rate. See section f).
<b>Install patio heater</b>	\$79.26	Installation of patio heaters to manufacturers. See section f).
<b>Heat Recovery Ventilation</b>	\$169.09	Installation of heat recovery unit to manufactures specifications, including 40ft of venting.

<b>Other Heating Equip.</b>	<b>April 1, 2007</b>	
<b>Appliance Suspension</b>	\$63.41	Installation of all braces and supports to hang appliance from rafters or beams as per industry standards.
<b>Furnace Dismantling</b>	\$47.56	Will be paid on removal of old oil furnaces from the basement agreed upon by the field manager.
<b>Premium for attic and crawl space installs</b>	\$15.85/up to 10% \$31.71/up to 30% \$63.41/ >30%	<p>Will be paid to the crew for time/job worked in an attic or crawl space.</p> <ul style="list-style-type: none"> <li>• Space defined as a crawl space or attic that is less than 4 feet high, or working under a home in an unexcavated space. If any clarification is needed on these jobs, the Installer will contact the Field Manager for review.</li> </ul> <p>Premium for attic <b>and</b> crawl space for maintenance techs and duct cleaners - \$20 task will apply per call that meets the same definition as for installs.</p>



<b>output Heater – central heating</b>		Being used for central heating where heating loop is away from unit <ul style="list-style-type: none"> <li>• exchanging the Polaris water heater</li> <li>• reinstallation of the air exchanger</li> <li>• up to 10' of venting, water and gas lines.</li> <li>• start up as per checklist.</li> </ul>
<b>Polaris - Re Re Air Handler</b>	\$80.00	Complete removal and reinstallation of air handler on top of Polaris tank when required.
<b>Polaris High output Heater – straight exchange</b>	\$110.00	Straight exchange <ul style="list-style-type: none"> <li>• exchanging the Polaris water heater</li> <li>• up to 10' of venting, water and gas lines.</li> </ul> start up as per checklist.

<b>HVAC Misc. Installs</b>	<b>April 1, 2007</b>	
<b>B-Vent</b>	\$26.42	Install "B' vent from furnace to base of chimney up to 10 ft. (stand alone - task included in <b>Mid-Efficiency</b> furnace install). This task does not apply for up to 2 elbows and less than 24 inches of vent on a water heater exchange/install or HVAC install.
	\$4.23/ft	B vent over set allowance (>10ft).
<b>Charging of AC system</b>	\$47.56	Stand alone when not part of new A/C install.
<b>Carrier Thermostat</b>	\$47.56	See section g).
<b>Thermostat installation plus wire</b>	\$21.14 plus \$1.06/ft	Install thermostat including up to 25 ft of wire and \$1.03 for every foot over the allowance.
<b>Condensate pump</b>	\$21.14	Install pump including drainage lines See section g).
<b>Transition Fittings</b>	\$31.70	Complete field fabrication of transition fitting for heating and cooling.

<b>HVAC Misc. Installs</b>	<b>April 1, 2007</b>	
<b>New Plenum Install</b>	\$52.84	Complete installation of new plenum when required.
<b>Box in A/C Coil</b>	\$31.70	Box required to accommodate larger A/C coil than existing plenum.
<b>Duct Work</b>	\$4.23/ft	Install and hook up duct work over set allowances.
<b>Furnace Motor</b>	\$36.99	Installation of furnace motor, including the pulley wheel and belt. See section a).
<b>Fan Centre or Time Delay Relay</b>	\$15.85	Fan Centre or Time Delay Relay, mount the unit and hook up all necessary wires. Check limits. See section g).
<b>Gas Piping</b>	\$2.11/ft	Installation of addition gas piping over set allowances.
<b>Water lines</b>	\$1.59/ft	For installs over the allotted allowance.
<b>Drain lines</b>	\$1.59/ft	For installs over the allotted allowance.

<b>HVAC Misc. Installs</b>	<b>April 1, 2007</b>	
<b>Electrical Power Supply</b>	\$36.99	Installations of new 110 power supply with junction box / receptacle or switch up to 25ft. to ESA code. No task to apply for wire replacement only.
<b>Electrical Wiring</b>	\$1.59/ft	Power supply lines over 25ft, gauge-8,10,12,14 and Romex/BX.
<b>Underground Trenching</b>	\$10.57/ft	For lifting and replacing the sod, trenching and backfilling.
<b>ABS/PVC Piping 2"</b>	\$1.59/ft	Install additional piping.
<b>3"</b>	\$2.11/ft	
<b>Priced extras</b>	30%	Paid on the extra work, performed on an installation or maintenance and agreed upon by the customer.

<b>HVAC Misc. Installs</b>	<b>April 1, 2007</b>	
<b>Staging Allowance</b>	<b>\$26.42</b>	To be paid when: 1) Complete materials are not available in the district and the crew has to make return trips to the customers home. 2) Installations are cancelled or altered due to some change in process out of the control of the install crew. 3 This will be applied after the Field Manager and the crew discuss the situation. 4) When an installation crew / maintenance tech / duct cleaner has a regular service completed on their truck during working hours.

<b>HVAC Misc. Installs</b>	<b>April 1, 2007</b>	
<b>Drilling of Exterior Walls</b>	\$15.85	Drilling hole in exterior brick, block or concrete for 2" <u>pipe or less</u> on new installations (does not include holes for high efficiency furnace venting).
	\$36.99	Hole in wall for venting over 2" (dryer vent etc, does not include holes for high efficiency furnace ventina).
<b>Propane Conversion</b>	\$40.00	Convert equipment to standards (install conversion kit, upgrade service regulator if required etc.)
<b>Travel Allowance</b>	\$21.14 \$10.57 \$15.85	Installer Helper Maintenance Tech / Duct Cleaner

<b>Fireplaces</b>	<b>April 1, 2007</b>	
<b>Fireplaces</b>	\$184.94	See section e)
	\$58.12	Install Vissan surround.
	\$73.97	Install Vissan surround with vent concealer.
	\$58.12	Mantel installation.
<b>Pre-inspect</b>	\$26.42	Pre-inspection and pricing of extras for possible installs. The pre-inspect payment is intended to apply for up to a 1-hour diversion for a pre-inspect in the same area as another job and is not intended to be used on a regular basis.
<b>Chimney Liner</b>	\$52.84	Install, tie-in and cap liner through existing chimney on single or two story installs.

<b>Duct Cleaning*</b>	<b>April 1, 2007</b>	
<b>1-15 vents</b>	\$50.00	Complete duct cleaning service to standards on homes of specified size.
<b>16-25 vents</b>	\$60.00	
<b>26+ vents</b>	\$80.00	
<p>Custom Quotes – task for the duct cleaner will be 15% of the price charges to the customer not including tax.</p>		

- \* Duct Cleaners will be aligned with the Maintenance Technician classification for purposes of downtime, benefits, travel time, sick benefits etc.

<b><i>Indoor Air Quality Bundles</i></b>	<b>April 1, 2007</b>	<b>Complete Packages installed.</b>
"Basic"	\$20.00	Includes thermostat and 1" filter.
"Essential"	\$70.00	Includes thermostat, 1" filter and humidifier.
"Enhanced"	\$120.00	Includes thermostat, 5" media or 24v filter and humidifier.
"Advanced"	\$120.00	Includes thermostat, electronic air cleaner and humidifier.
"Advanced with Thermostat"	\$145.00	



<b>Water heaters</b>	<b>April 1, 2007</b>	<b>All rates for waterheaters include a total of 10 linear feet of each material : gas piping, water piping and venting.</b>
<b>Conventional</b>	\$169.09	Other to Gas
	\$68.69	Gas to Gas-No vent change
	\$84.54	Gas to Gas -Vent change
<b>Electric</b>	\$169.09	Other to Electric
	\$68.69	Electric to Electric exchange
		New installs include 25ft of electrical wiring, and 20 ft total of hot and/or cold plumbing.
<b>Power Vent</b>	\$169.09	Other to Gas
	\$73.97	Gas to Gas-no vent change
	\$116.25	Gas to Gas-vent change
<b>Direct Vent</b>	\$190.22	Other to Gas
	\$95.11	Gas to Gas-No vent change
	\$126.81	Gas to Gas - Vent change
<p>Note: Rinnai or similar wall mounted instantaneous water heaters along with Bradford White PV/DV and Select PV/DV to be paid the same as Direct Vented tank install plus existing pay rate for drilling holes if required, and \$4.00 per ft for 3" venting (concentric or conventional) over and beyond the 10 ft. allowance.</p>		

<b>Installation of 75 gal. Waterheater</b>	<b>\$21.14</b>	An additional rate will be paid on top of normal rate for the installation of <b>all</b> 75 gal. Waterheaters

<b>Water heaters</b>	<b>April 1, 2007</b>	
<b>Full Removals</b>	\$47.56	Removal of waterheaters where no installation has been taken place. This includes draining the tank, cutting and capping water and gas lines.
<b>Pick-up Removals</b>	\$31.70	Pick-up of waterheaters that have been removed and placed outside for pick-up.
<b>Commercial Water heater installation</b>	\$243.06	Installation of commercial water heater over 75000 BTU, including removal and all allowances as stated above.
<b>Commercial water heater removals</b>	\$73.97	Removal of commercial waterheaters where no installation has taken place. This includes draining the tank, cutting and capping water and gas lines.

<b>Water heaters</b>	<b>April 1, 2007</b>	
<b>Sunday and Stat days for tank exchanges</b>	\$31.70	Will be paid to the crew on each installation completed on a Sunday and stat holidays.
<b>Water lines</b>	\$1.59/ft	For installs over the allotted allowance.
<b>Mixing/Anti Scald Valve</b>	\$42.27	Install mixing or anti scald valve to standards.
<b>Standby rate</b>	\$26.42 / day	Volunteers will staff standby on weekends, if no volunteers' seniority will be used on a rotational basis.

<b>Store Misc. Installations</b>	<b>April 1, 2007</b>	
<b>Misc. Installations</b>	<b>\$95.11</b>	Range hood installation.
	\$63.41	Humidifier installation -flow through, both new and re-installation of existing units. See section I).
	\$10.57	Installation of outside sensor for Aprilaire Humidifier, this includes the running of wire and the drilling of hole for the installation.
	\$68.69	Air Cleaner installation, both new and re-installation of existing units. See section I).
	\$68.69	Direct vent roof termination.
	\$36.99	BBQ assembly.
	\$52.84	Short connects See section H).

<b>Store Misc.</b>	<b>April 1, 2007</b>	
<b>Misc. Installations (continued)</b>	\$84.54	Long connects up to 20' combination of gas piping and vent pipe See section H).
	\$63.41	Connect up to 10' outside piping 1/2" and 1" See section H).

<b>Maintenances</b>	<b>April 1, 2007</b>	
<b>Maintenance</b>	\$26.42	Furnace cleanings.
	\$31.70	Furnace cleanings performed on voluntary basis on 12 to 8 shift.
	\$5.28	Paid when cleaning is started after 4:30. Not to be pyramided with voluntary shift rate.
	\$47.56	Boiler cleanings.
	\$2.11	Installing a fan belt on furnace while completing a furnace maintenance.
	\$5.28	Installing a thermocouple while completing a furnace maintenance.
<b>Carbon cleaning</b>	30%	Paid on the extra work , performed on an maintenance and agreed upon by the customer.

<b>Maintenances</b>	<b>April 1, 2007</b>	
<b>Humidifier Maintenance</b>	<b>\$15.85</b>	Humidifier cleaning when completed with furnace maintenance.
<b>Fireplace Cleaning</b>	<b>\$26.42</b>	Fireplace cleaning.
<b>A/C Maintenance</b>	<b>\$40.16</b>	A/C cleaning
<b>Code 20, 40, 50</b>	<b>\$5.28</b>	Paid for when the customer is not home, the call is not completed or is cancelled.



<b><i>Water Products</i></b>	<b>April 1, 2007</b>	
<b>Water Filtration</b>	\$63.41	Paid for installation of water filtration system on trip to home for installation only, includes drilling of counter top and connecting all water lines.
<b>Water Softeners</b>	\$105.68	Paid for installation of water softener, this includes 10 ft of copper, 10 ft of drainpipe.
	30%	Paid on the extra work performed and agreed upon by the customer.

<b><i>Air Quality Products</i></b>	<b>April 1, 2007</b>	
<b>All-Air 1000 Unit Stand Alone Install</b>	\$105.68	Installation of unit to manufacturers specs. Replace existing cold air return, insert new unit, transition fittings, wire unit in to power source and install UV lamps and air filters.

<b>Air Quality Products</b>	<b>April 1, 2007</b>	
<b>All-Air 1000 Unit With HF Install</b>	\$84.54	Installation of unit to manufacturers specs as per above while completing new/replacement work.
<b>A-Coil Module in conjunction with All-Air 1000 Unit.</b>	\$42.27	Installation of unit to manufacturers specs. Cut-in and securing of A-coil lamp assembly, wire unit in to power source and install UV lamps.
<b>Hepa filters, 4000 and 6000 units</b>	\$68.69	Installation of unit to manufactures specs. Including all necessary ducting and electrical.

### **Task Referral Program**

In order to contribute to the growth of the business, the company would consider implementing a referral program to promote the business when employees are working at customers' homes.

This would involve the following activity:

- Review Install/Perfect visit checklist with customer and leave copy with the HVAC equipment
- Leave feedback card and/or contact information and encourage customer to send in their feedback
- Ask Customer for referral from friends/neighbours/family and explain customer referral program

- Deliver promotional material (flyer/door knocker) to 4 homes on either side of customer and 4 across the street (for a total of 12)
- Thank customer for their business

A task will apply to each address where HVAC Install work has been completed or a Duct Cleaning has been completed or a Maintenance job has been completed.

Referral Program Task Rates	July 1, 2008	April 1, 2008
Install Crew	\$15.00	\$30.00
Duct Cleaning	\$ 7.50	\$15.00
Maintenance	\$ 2.50	\$ 5.00

If the distribution material is not available, the program rate will be paid.

Participation in this referral program is voluntary.

Leads generated from such delivery of promotional material will be eligible for SPIFF payment. A system will be developed to track the lead back to the Crew (SPIFF reward to be split evenly by the Crew)

For the period of April 1, 2007 to June 30, 2007 all units will be tracked and the average will be paid to each Crew based on the July 1, 2007 Task Rate. The same method will apply to Duct Cleaning and Maintenance.

## Appendix "D"

### Company Supplied Tools for Certain Classifications

#### Service/HVAC

CARBON MONOXIDE ANALYZER
DIGITAL CLAMP-ON MULTI-METER KIT
DIGITAL MANOMETER KIT
LADDER
VACUUM (SHOP VAC)
PURGING TOOL
<b>HVAC only</b>
RECLAIM CYLINDER 50LB
NITROGEN REGULATOR
VACUUM PUMP
RECLAIMER
REFRIGERANT SCALE
R410A GAUGES
R22 GAUGES
FLARING AND SWAGING KIT
TURBO TORCH KIT
DIGITAL SUPERHEAT THERMOMETER (optional)
MICRON GAUGE (optional)

#### Maintenance

CARBON MONOXIDE ANALYZER
DIGITAL CLAMP-ON MULTI-METER KIT
DIGITAL MANOMETER KIT
PURGING TOOL
VACUUM (SHOP VAC)

**Installer**

LADDER
APPLIANCE CART
DIGITAL MANOMETER KIT
VACUUM (SHOP VAC)
WATER PUMP
HAMMER DRILL
SPLINE DRIVE ROTARY HAMMER
3/4-17-22 ROTARY HAMMER (2 CUTTER)
BIT 1 1/2" ROTARY HAMMER (CORE)
BIT 2 1/2" ROTARY HAMMER (CORE)
BIT 3 1/2" ROTARY HAMMER (CORE)
ADAPTOR F/CORE DRILL CENTER BIT
18" SPLINE CORE ADAPTOR
SAWZALL
PIPE THREADER
PIPE CUTT. STEEL SINGLE WH.
GAS PIPE REAMER
HOLDER OOR
DIGITAL CLAMP-ON MULTI-METER KIT
R410A GAUGES
R22 GAUGES
FLARING AND SWAGING KIT
REFRIGERANT SCALE
VACUUM PUMP
RECLAIMER
RECLAIM CYLINDER
NITROGEN REGULATOR
B-TANK REGULATOR
EXTENSION CORDS
TURBOTORCH

**Helper**

CORDLESS DRILL
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## Plumbers

PLUNGER
AUGER
KEY
GFI
EXTENSION CORD
PORTABLE LAMP (FLORESCENT)
PLYERS - CHANNEL LOCK (10", 14"), NEEDLE NOSE, CUTTING
TIN SNIPS
SCREW DRIVERS (PICK QUICK - WORKS BEST - HAS ALL OF THEM),LARGE FLAT,SHORT PHILLIPS,SHORT ROBERTSON,INSTRUMENTAL,SHORT FLAT,SEPARATE ONES AS WELL
NUT DRIVER (516)
UTILITY KNIFE AND BLADES
ADJUSTABLE WRENCHES (SMALL, MEDIUM, LARGE)
PIPE WRENCHES (10". 12". 14"(HEATING PIPES))
MEASURING TAPE (25FT OR 50FT)
HAMMER (CLAW, 5LBS HAMMER, RUBBER Mallet)
CHIZZEL (CONCRETE. CUTTING. WOOD)
SAW (HACK SAW, MINI SAW, WOOD SAW, DRY WALL, LENNOX HAND SAW)
STRAP WRENCH (MEDIUM)
VICE GRIP (LOCKING PLYERS)
LEVELS (CARPENTER, TORPEDO)
TOOL BAG
POUCH (FOR COPPER FITTINGS)
PLUMBERS BREAD
SCRIBE OR SPRING PULLER
PRY BAR (SMALL)
ALLEN WRENCHES (METRIC AND STANDARD)
PIPE CUTTERS (SMALL, MEDIUM, LARGE)
SEAT WRENCH
BASIN WRENCH
HANDLE PULLER
MOEN WRENCH EXTENSION
SMALL BROOM AND DUST PAN
SEAT GRINDER (2 DIFFERENT HEADS)
RATCHET SET (3/8" DRIVE DEEP)

BASKET STRAINER WRENCH (2 TYPES)
INSPECTION MIRROR
TELESCOPIC MAGNET
BLACK MAGIC MARKERS
CHALK MARKER
TORCH
TANK MC
FIRE RESISTENT CURTAIN
SILICONE GUN
CLOTH DROP SHEET
TOP SNAKE

### **Appliance Technician**

MINI TUBE CUTTER
GAUGE
EZ TAPER VALVE FOR RECUPERATION
9X23 TORCH GUARD
MAYTAG TOOL SEAL NUT
DELUXE WORK GLOVES MED
PINCH TOOL
COUPLER 1/4
FLARE TOOL
COUPLER 1/4 (90)
COUPLER KIT
COUPLER SET 3/16
AZOTE GAUGE
MAYTAG WRENCH
TAMPRUF BITS
TURBO TORCH HEAD REPLACEMENTS
TOOL FOR VALVE MECHANISM
TURBO TORCH HEAD REPLACEMENTS
PIERCING TOOL
VACCUM PUMP
PINCHING HOSE
DRAIN HOSE CLIPS
TORCH STARTER
MAYTAG AUTOWASHER BRAKE REMOVAL KIT
PRO-LINE TORCH SHIELD 8"X12"
HOSES KIT FOR R-134A
RECOVERY UNIT FOR REFRIGERATION GAS

FLARE TOOL 5/16
FLARE TOOL 3/8
FLARE TOOL 1/4
SPANNER WRENCH FOR WHIRPOOL
TOOL FOR AGITATER COUPLING GE AUTO WASH
PULLER
TORRQUE BITS
BIT HOLDER
ELECTRICAL TESTER INCLUDING TEMPERATURE PROBE
CHARGING GLASS FOR 134-A
VOLTAGE DETECTOR
4" LONG NOSE VICE GRIP
ELECTRONIC DIAGNOSTIC KIT
FLOOR PROTECTOR
WRENCH
SWIRL AIR ACETYLENE TUBO KIT+HEAD A-3 ET A-8
IMPACT GUN

### **Health and Safety Equipment Supplied**

DUST MASK W/FILTER
GOGGLES F/CHEMICALS
FIRST AID KIT
HEARING PROTECTION
WORK GLOVES W/ LEATHER PALM
SUPERIOR TOUCH GLOVES
GLOVES F/CHEMICALS
GLOVES COTON W/PVC DOT
SAFETY GLASSES
FIRE EXTINGUISHER
SHOE COVERS
HARD HAT
RAINSUIT 3PC
GROUND FAULT
FOREARM LIFT STRAP SET
CARPET / FLOOR SHIELD
FLOOR COVERING / RUBBER BACKED
REPLACEMENT CARTRIDGE P100
DUAL CART. RESPIRATOR F/ ASBESTOS
TYVEK SUIT W/ HOOD F/ ASBESTOS
TRAFFIC VEST TEAR AWAY



TRAFFIC CONE
ELECTRICAL LOCK OUT

**Other**

The company will also supply “consumable” type items such as tape, batteries, cutting oil, vacuum filters, screws etc.

**Addendum**

The parties have met to discuss further details on the tool allowance as agreed during formal negotiations. The following items forming this addendum will be part of the collective agreement effective immediately:

**Cordless Drill on Install Vehicles**

The cordless drill noted under the “Helper” category will be supplied by the company and will remain the property of the company as part of the install vehicle, as with all other company supplied tools.

**Batteries**

Disposable batteries will be supplied by the company as required, however, rechargeable batteries for tools will not be supplied unless they are for a tool on the company supplied tool list as part of this agreement (ie. Rechargeable batteries for a cordless drill for a Technician would not be supplied by the company).

**New Employees**

New employees will be supplied with a set of hand tool if they are new to the field (eg. Apprentices).

New employees who are experienced in the industry and who already have their own hand tools, will have their tools inspected by a Field Manager (or designee) and at the discretion of the company have the following options:

- a) Based on the company Hand Tool list, have any missing or worn out hand tools replaced by the company, OR,

- b) Be given a one time payment of \$300.00 to bring the complement of hand tools up to company standards.

All hand tools supplied by the company for new hires will remain the property of the company until the expiry of their probationary period.

**Combustion Analyzer (Boilers & Conversion Burners)**  
For technicians designated to complete this specialized servicing, the company will supply an appropriate combustion analyzer.

**Micron/Vacuum Gauge**  
The company will supply this as an optional tool for Installers, however, similar to Technicians they must be trained and qualified to use the tool before being supplied.

**Theft of employee owned Hand Tools**  
In general terms, employees are responsible for the safekeeping of their own tools. However, the company will consider replacing hand tools lost under extenuating circumstances such as:

- a break-in has occurred on company property (or to a company vehicle) and a complete hand tool kit has been stolen
- other extenuating circumstances, for example, a company vehicle being destroyed by fire or no-fault traffic collision
- the employee and/or supervisor/manager has reported the incident to the Police and filled out a Loss Theft Damage report (*these reports would be mandatory for any claim submitted*)

**Additions to Company Supplied Tools**  
The following items will be added to the complement of "Company Supplied" tools for the appropriate job classification:

TROUBLE LIGHT W/RECEPTABLE 25' CORD	Service, Maintenance,
-------------------------------------	-----------------------

	Installer
EXTENSION CORD 50' INDOOR/OUTDOOR	Service
HUB PULLER	Service
SELF LIGHT TORCH IGNITOR	Service
SPRAYER 1.5G	Service, Maintenance
EXTENSION CORD CADDY (BAYCO)	Maintenance
RUBBER HOSE 50FT	Service, Maintenance, Installer
ABS CUTTER UP TO 3"ABS	Installer
CORD CADDY 15' CORD	Installer
PURGING TOOL	Installer
SHOVEL ROUND MOUTH LONG HANDLE	Installer
TURBOSHEAR	Installer
DIE HEAD 1/2" (comes with threader)	Installer
DIE HEAD 3/4" (comes with threader)	Installer
DIE HEAD 1" (comes with threader)	Installer
FISH TAPE 50'	Installer

It is understood that the company will supply consumable type items as follows:

*Service:* Paint brushes, hacksaw blades, Nut driver bits

*Maintenance:* Nut driver bits

*Installers:* Paint brushes, Corn brooms, sawzall blades, hacksaw blades, boring bits, propane, replacement mirrors, utility knife blades, hole saw blades, hole saw arbor, masonry drill bit, nut driver bits, nylon rope, auger bit, water paid, etc.

*Helper:* RBT driver bit

## Appendix "E"

### Transition Agreement

The Company and the Union do hereby agree:

1. The following transition agreement is enforceable under the collective agreement.
2. The following procedures will be used for redundancies, relocations and in the clerical classifications, where a whole department or area is made redundant or moved, as well as the bumping associated with it.
3. Enhanced Severance  
An employee will be eligible for enhanced severance if both of the following two criteria are met:
  - i.) The employee's job is redundant or the employee's location is being closed.
  - ii.) The employee commits to remain in the current job until the date provided in the official notice of the date that the employee's position will become redundant (Sixty (60) days) (it being understood that if an employee leaves early their severance will be reduced by the number of weeks they leave early).

The enhanced severance package will consist of:

Three (3) weeks base regular pay per year of completed continuous service to a maximum of fifty-two (52) weeks and a minimum of twelve (12) weeks. Employees who are fifty (50) years of age or more by the date of the transition will be entitled to an additional eight (8) week's pay. Health and Dental benefits will be extended for twelve (12) weeks following the termination date. As a condition for accepting their severance pay the employee will resign from the Company and waive any seniority or recall rights.

The above severance package includes the employer's obligation for severance under the Employment Standards Act.

Employees who do not qualify for enhanced severance and are laid off through the layoff procedure will have recall rights. At any time during the 24 months on recall any such employees who at the point of layoff had five or more years of seniority may waive their recall rights and receive severance pay calculated as follows:

- one (1) week's base regular pay multiplied by the number of years of completed continuous service and the fraction of a year of completed services, to a maximum of twenty-six (26) weeks.

Once an employee receives severance or salary continuation arising from severance, they waive all rights to recall. Employees can defer severance pay and can remain on the recall list, without wages, pension service and benefits, until recall rights expire at which time they will receive their severance payment as a lump sum.

An employee, who is close to an unreduced pension, may elect to receive their severance as salary continuation at a rate which is as low as 50% of their normal pay, so as to extend the period of service for pension purposes to an unreduced pension. In these circumstances pension deductions will continue and the employer will maintain these employees on the dental and health plan for the period of salary continuation.

An employee who is not close enough to an unreduced pension based on the paragraph above, may elect to receive severance as salary continuation at their normal pay, it being understood that pension services does not accrue and all benefit and other provisions of the collective agreement will not apply.

#### **4. Voluntary Severance**

If there are employees who are not successful in securing a position and would otherwise be laid off (or have been laid off and are on recall status), expressions of interest in a voluntary severance package will be considered from clerical employees.

The Company may accept a request for voluntary severance but only if the employee about to be laid off or on recall status can be placed in an opening created by the employee taking voluntary severance.

If more expressions of interest for voluntary severance are offered than required, seniority governs.

#### **5. Travel Allowance**

A travel allowance of \$75 per week will be paid to affected employees who must relocate to a different office location that is 50km or more from their previous place of work. This allowance will be paid for six (6) months commencing from the start date in the new location.

#### **6. Wage Protection**

Successful applicants to lower rated positions will have their rate of pay red-circled until such time as the actual rate of the position catches up to their rate of pay or they post out of that position. Employees will maintain their number of regular weekly hours worked, if they are currently greater than 35.

#### **7. Training**

Appropriate training will be provided to all successful applicants as required.

#### **8. Article 22.04 Clerical Shifts**

Clerical shifts will be according to the job description.

## **LETTER OF UNDERSTANDING # 1 DRIVER'S LICENSE**

In the event that an employee who requires a valid driver's license to carry out normal job duties loses their licence for a period of time, the Company will attempt to provide reasonable accommodation to such an employee. If no reasonable accommodation **is** possible, the employee will be placed on leave of absence without **pay**.

The affected employee has three (3) principal responsibilities throughout:

1. to advise their manager of any Highway Traffic Act violation where operating a Company vehicle and advise their manager of a potential **loss** of licence and the time frame thereof,
2. to provide sufficient documentation of the **loss**, and
3. to advise the Company at least thirty (30) days prior to the estimated date of return of licence.

The specifics of each case will be discussed with the Local Union President as soon as possible.

## **LETTER OF UNDERSTANDING #2 GROWING THE BUSINESS**

The Company is committed to successfully growing its competitive sales and services business with our own employees in our franchise area. Inherent in this commitment is the belief that providing exceptional customer service is critical to our success and that the most effective way to deliver this service is through dedicated and enthusiastic employees who are personally committed to our service goals and values.



## **LETTER OF UNDERSTANDING #3 EMPLOYEE SECURITY**

The Company will continually need to change in order to pro-actively respond to changes in our business environment. The Company recognizes that these changes impact employees and are committed to working with the Union to assist employees to adapt to these changes and to provide them with enhanced personal security. The Company recognizes that enhancing personal security facilitates enhanced employee contribution and satisfaction.

This commitment includes but is not limited to: providing timely and full information on anticipated and planned changes; providing access for all employees to training which assists them in dealing with change and in career planning, redeployment processes to ensure best **efforts** are made to move employees whose positions have been eliminated into new roles; severance for employees whose jobs have been eliminated and for whom no redeployment option is available, and access to training to assist in future job search if required.

## **LETTER OF UNDERSTANDING #4 INVOLVEMENT PHILOSOPHY**

We, the Union and Management, jointly recognize that the future success of our Company is tied directly to the individual and collective actions of our employees. To continue to be successful in a competitive market we need all employees to take personal accountability to positively engage with, and commit to, the achievement of our business strategy.

To remain a profitable and successful Company we recognize that we must meet the needs and requirements of all our stakeholders: our employees, our customers and our shareholders. Achievement of this goal is only possible with the involvement and commitment of our employees. We believe that employees in all roles across the Company have valuable skills, experience and knowledge that will support the business strategy. We also recognize that employees who understand the direction of the Company and the business results, will be better able to apply their knowledge, skills and experience in a way that is beneficial to all. By involving employees and their Union in discussions on process and operational efficiencies, customer satisfaction and business generation, we will enable opportunities for employees to take personal accountability for contributing to the success of the Company, and for creating a better work experience for themselves.

**LETTER OF UNDERSTANDING #5  
PHILOSOPHY STATEMENT RE: LEARNING AND  
DEVELOPMENT**

The parties have identified a common interest in developing a learning strategy that will ensure the economic viability of both employees and the Company by working in a co-operative manner while taking into account the interests of all stakeholders.

Whereas employees respond differently to certain situations, the broadest possible platform for learning must be established so that they can feel the highest degree of security as they undergo training for the **jobs** of the future. At the same time and not exclusively, the Company must be able to maximize the return on their investment in training that is tied to solving business issues.

Continuous learning can be viewed as a requirement under two distinct situations. Firstly, ongoing enhancement of skills and competencies that are directly required to perform the tasks associated with current jobs and recognizing that tasks and skills continuously evolve. Secondly and whereas it is agreed that learning is a life long experience, there is the development of skills that enhance and employee's future employability and their personal need for growth. The employee and the Company have a shared accountability for achieving success in both areas.

The Company will create an atmosphere for learning through a strategic training plan and will ensure that quality training is made available to all employees on Company time and at Company expense. Further, this training will be viewed as part of a development process and as such, measures will be put in place to gauge its effectiveness. Employees caught up in the changing nature of the workplace will, whenever possible, receive retraining as part of an overall redeployment strategy.

## **LETTER OF UNDERSTANDING #5 (Continued)**

It is expected that employees will upgrade work-related skills and personal development at their own pace. This may include courses, seminars or other learning methods for which they receive financial support only. It is recognized that in not all cases will the new skills enhance an employee's progression in the Company, but where relevant, they will be given consideration through in-house recruiting opportunities.

This philosophy statement is designed to set guidelines for the timely and effective delivery of training. When formally agreed to, the Company will communicate this philosophy to all employees and take steps to ensure equitable access.

## **LETTER OF UNDERSTANDING #6 SHIFTS**

In an effort to obtain input from all Field Manager patches, each patch has been asked to set up a local shift committee to develop a customer demand driven shift rotation. This rotation will be developed by the patch committee and will ensure that specific numbers of Saturdays, Sundays and late shifts are covered. These specifics have been determined by applying a percentage to the number of Technicians in the Patch. This information is set out below for both the Summer and Winter periods. The Shift Committee should factor local needs, and may customize the schedule using the FM Patch shift calculator, or other methods. This is conditional on the percentage coverage referenced above being achieved and that no more than 20% of the Team members are at any one time on a scheduled day off on a weekday.

If the patch committee cannot develop a shift rotation that is mutually agreeable they will default to the alternative shift developed and included as a letter of understanding not attached to this agreement.

The parties agree that the schedule will be posted and not changed for the entire cycle.

Shifts continue to be on a rotational basis.

Where practical, Technicians will not be scheduled on statutory holiday. Where it is not practical, statutory holidays will be staffed in the same manner as a Sunday. Normally vacation days will not be granted when on "shift" unless a mutual switch is arranged by the employee, however such vacation may be granted by the Manager subject to operational requirements.

The schedule can be adjusted + or – one (1) hour based on mutual agreement.

## **LETTER OF UNDERSTANDING #6 (Continued)**

The Business will offer a minimum of one (1) Day Technician and one (1) Weekend Worker within each Service Field Manager patch. Where qualifications are equal, the applicant with the most seniority shall be awarded the position. Should one or both positions be taken, the collective Saturday/Sunday commitments will be counted towards the Field Manager Patch labour requirement levels and the number of Technicians in these roles will also count towards the patch total Technician numbers.

### **Weekend Worker.**

The Company may offer a weekend position that does not conform to the scheduling restrictions of the collective agreement.

This position will be for a duration of six (6) months, at which point it will be reoffered for a further (6) month period, continuing for the life of the contract. Weekend Worker positions will only be offered to technicians within the same patch.

The weekend position will be:

- 10 hours work (on a Friday or Monday)
- 12 hours work (on both Saturday and Sunday)

### **Day Technician.**

A Monday-Saturday role working on five (5) consecutive days for a total of forty (**40**) hours between the hours of 7am – 5:30pm. The Day Tech will rotate a Tuesday – Saturday shift one (1) out of every three (3) weeks. The Day Tech carries out the current scope of tasks of a HVAC Technician. This position will be reposted on a twelve (12) months basis. Day Technician positions will only be available to technicians within the same patch.

**LETTER OF UNDERSTANDING #6 (Continued)**

Within a service patch on Day Technician position will be offered for a total of 14 service technicians in the patch and one additional day tech position will be offered at the level of 15 technicians, and at the level of 20 technicians, to a maximum of 3 per patch. The offer of this position will be in accordance with the CBA.

Example:

Patch A has 15 technicians in total and has two day tech positions offered.

Patch B has 20 technicians in total and has three day tech positions to offer.

**Technician Specific Shift Requirements.**

<i>Winter 26 Weeks</i>				<i>Summer 26 Weeks</i>			
<i>Shift Coverage Requirements</i>				<i>Shift Coverage Requirements</i>			
<i>Team #</i>	<i>Sat</i>	<i>Sun</i>	<i>Lates</i>	<i>Team #</i>	<i>Sat</i>	<i>Sun</i>	<i>Lates</i>
9	3	2	2	9	3	1	1
10	3	2	2	10	3	2	2
11	3	3	3	11	3	2	2
12	4	3	3	12	4	2	2
13	4	3	3	13	4	2	2
14	5	3	3	14	4	2	2
15	5	3	3	15	5	2	2
16	5	4	4	16	5	2	2
17	6	4	4	17	5	3	3
18	6	4	4	18	6	3	3
19	6	4	4	19	6	3	3
20	7	5	4	20	6	3	3
21	7	5	5	21	7	3	3
22	7	5	5	22	7	3	3

## LETTER OF UNDERSTANDING #6 (Continued)

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An employee may offer to work less preferred shifts for a schedule cycle and if such shifts can be arranged in a manner that does not affect the coverage (with the current staff compliment) and skill mix, the resulting available preferred shifts will be shared equally by the remaining employees on an equitable basis (or such other basis with which the other employees agree).

The employee's commitment to work less preferred shifts may be revoked for the subsequent cycle without recriminations. This employee will pre commit their vacation schedule, and the remaining employees commit to provide coverage for vacation, training, floater days and in extraordinary circumstances where the initiating employees unplanned absences (e.g. sick or WSIB) create scheduling problems.

### **Critical Days**

There will be the opportunity on at most 15 critical days per patch per year to amend the shift schedules within the Collective Agreement. During these days the company would move employees (up to a maximum of 2 employees per patch) from day shift to the evening shift to accommodate the need for extended coverage into the evenings.

For example, if the determination of a critical day was forecast for Wednesday/Thursday in October up to two employees per patch could be moved to evening shifts to accommodate demand. Advanced notice, 48 hours, would be provide to the patch and impacted employees. The process to staff for these critical days would be done on a volunteer basis however if not enough volunteers come forward then the staffing requirement would be filled through a seniority process.



**LETTER OF UNDERSTANDING #6 (Continued)**

On such days the shift premium, for the employees whose shift is changed, will **be** time and one-half in place of normal shift premium.

The designation of these days throughout the year would be at the discretion of a Director level or higher within the DEEHS organization.

**LETTER OF UNDERSTANDING#7  
SPECIAL INCENTIVE FUND “SPIFF” PROGRAM**

It is understood and agreed to by both parties that the Company will implement a special incentive program to stimulate additional activity from all employees promoting and generating “sales opportunities” (leads) across a core group of products and services. This program will recognize and reward employee participation by paying a “SPIFF” on all closed sales.

The Company will determine the product category and “SPIFF” amounts and will provide the Union with a copy of such list prior to ratification of this agreement.

The Company will provide the Union with two (2) weeks advance notice of all additions and special promotions to this “SPIFF” list.

**LETTER OF UNDERSTANDING #9  
LEAD TECHNICIAN AND QUALITY TECHNICIAN**

The parties agree that when a Lead Technician or Quality Technician position is established by the employer the job posting provision will apply.

The following qualifications will be considered for these unique job postings. Measures of:

- high leadership ability,
- extensive technical ability, and
- superior customer focus.

Lead Hand Premium – 5% above the HVAC Technician hourly rate.

**Applicants must be from the patch or geographically neighboring patch.**

## **LETTER OF UNDERSTANDING #10 OUT OF TOWN EMERGENCIES AND TRAINING**

- The Company has ongoing projects to address business continuity planning and will communicate such details that pertain to the Union as they become available.
- Emergency situations, such as floods, severe storms, power outages etc. shall be declared by the VP Home Services (or designee).
- Local staff will be used as much as possible, through voluntary shift changes and overtime, or any other mechanism the collective agreement may allow, to address sudden work changes as a result of an emergency.
- Where outside resources are required to supplement local forces, the Company will solicit volunteers from neighboring patches first, then as needed, solicit volunteers from patches further away. If there are more volunteers than required, the Company will distribute the opportunity to work as fairly as possible.
- Task Employees will be paid travel allowance for each trip > 60 km.
- Employees who must travel from their normal base of operations in their own vehicle will be paid the Company mileage rate.
- Employees assigned a Company vehicle (i.e. Technicians) will be allowed a reasonable period of time to travel the additional distance to the emergency area from their normal work area.
- Employees traveling >100 km from their normal work area may be requested to stay locally. If so, the Company will:
  - Arrange for individual hotel/motel accommodation, or, if mutually agreed, reimburse reasonable accommodation expenses.
  - Reimburse \$50 per diem for miscellaneous meal and other expenses.

## **LETTER OF UNDERSTANDING #11 OVERTIME ASSIGNMENTS**

Each Patch Field Manager will determine who is available for overtime.

The Field Manager will create a list of these available employees. Employees on this list will be offered overtime (if available) in priority sequence **as** set out below.

Overtime will be distributed as fairly as practical, taking into account such factors **as**:

- attached to regular shifts, where possible;
- the amount of time an individual has been available for and accepts overtime vs. the number of occasions overtime is granted; and
- seniority.

Note: If an employee indicates he/she is available for overtime in a given period, then declines a subsequent offer of overtime in that period, this will be considered as having the opportunity to work the overtime **so** in the next period the opportunity offered will still count against their position on the priority list.

If a Field Manager determines that the patch could use additional resources from outside the patch, he/she may ask the appropriate neighboring Field Manager to solicit volunteers from their patch. A technician working overtime in another patch will not have such overtime opportunities count against him/her in his/her home patch.

## **LETTER OF UNDERSTANDING#12 JOB POSTING QUALIFICATIONS**

Without addressing the questions of the Employer's right to determine whether an employee meets the qualifications of a given classification and the Union's right to challenge such determination through the grievance procedure, the Employer and Union would prefer not to litigate this issue and the Employer appreciates the input from the Union through its representatives related to the issue of appropriate qualifications.

In this regard, the parties agree to meet during the term of this agreement to discuss all issues relating to skills evaluation commencing within twelve (12) weeks of ratification.

**LETTER OF UNDERSTANDING #13  
APPLIANCE SALES BUSINESS WHICH CEASED  
OPERATIONS ON OR ABOUT JANUARY, 2004**

During the contract renewal of 2005 the Company and the Union agree the Company is no longer in the appliance sale business. Therefore the language referring to retail sales has been set aside as agreed in the memorandum of agreement. If the Company reenters the retail sales business then all language identified will be re-entered in to the collective agreement.

**LETTER OF UNDERSTANDING #14  
MAINTENANCE TECHNICIANS TO BE TRAINED TO  
HVAC**

The Company will provide one more opportunity for current Maintenance Technicians to be trained to Service Technician or HVAC Technician as per the employee's certification.

Current Maintenance Technicians should understand that their opportunity to this special training will expire 60 days following ratification. It is the Company's current intention not to hire new employees in the Maintenance Technician classification.

During the training period the employee will be paid according to his/her license.



## **LETTER OF UNDERSTANDING #15 MUTUAL RESPECT**

While recognizing the management right to manage its business and direct the workforce as set out in Article 3, the employer, Union and employees agree that there is a reasonable expectation of mutual respect in the context of relationships between :

- employee to employee
- employee to customer : customer to employee
- manager to union representative : union representative to manager
- manager to employee : employee to manager
- employee to supplier : supplier to employee

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**LETTER OF UNDERSTANDING#16**  
**Tech Desk**

After a review of call patterning and focus group discussion, Tech Desk shifts will be established to appropriately mirror field coverage.

End state hours of operation will be rotational between 8am and 11pm, 7 days a week.

Such employees will not be included in the Patch Schedule for purposes of scheduling and overtime assignment.

Postings for a Tech Desk position will indicate a duration of approximately 24 months followed by a return to the employee's field position.

**LETTER OF INTENT  
LOCAL UNION PRESIDENT**

It is understood and agreed that the Company will continue to recognize and conduct business with the President of C.E.P. local 975. **As** such, 90% of his salary will continue to be paid for by the Company.

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